



**IndianOil**

**ENQUIRY DOCUMENT - MR**

**(Document No : B568-304-YE-MR-1501-45-RFQ)**



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**REQUEST FOR QUOTATION (RFQ)**  
(INDIGENOUS/GLOBAL/FOREIGN ;LIMITED / OPEN)  
(e-Bidding)

RFQ No.: **SS/B568-304-YE-MR-1501/45**

Date: **09-01-2025**

<b>To:</b> (Refer Note-4 below)	<b>CLIENT</b> : M/s INDIAN OIL CORPORATION LIMITED
	<b>PROJECT</b> : BITUROX PROJECT, IOCL BARAUNI REFINERY
	<b>ITEM</b> : DISTRIBUTED CONTROL SYSTEM
	<b>CATEGORY</b> : II (Other than Bulk)
	<b>DUE DATE</b> : As per GeM Bid
<b>PRE-BID MEETING (*)</b> (Refer Clause No.6 of ITB)	<p>1100 Hrs. (IST) on 20-01-2025 at EIL Gurugram</p> <p>Agency can Join the meeting through videoconference (VC), which details are mentioned below: <b>Meeting link:-</b></p> <p><a href="https://teams.microsoft.com/join/19%3ameeting_NTkzMDIyZTItNWVmYS00ZjQ3LWlyYWItZDQzZjQ0MDE5OWIw%40thread.v2/0?context=%7b%22id%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22oid%22%3a%22b04d0c7a-7334-4d37-b24d-9cda7b17d1b0%22%7d">https://teams.microsoft.com/join/19%3ameeting_NTkzMDIyZTItNWVmYS00ZjQ3LWlyYWItZDQzZjQ0MDE5OWIw%40thread.v2/0?context=%7b%22id%22%3a%226d8d019c-084b-4eb0-8615-09848b9a7d64%22%2c%22oid%22%3a%22b04d0c7a-7334-4d37-b24d-9cda7b17d1b0%22%7d</a></p> <p>Meeting ID: 461 532 029 043</p> <p>Passcode: xZ2sp929</p>
<b>UNPRICED BID OPENING(*)</b>	As per GeM bid
<b>PRICED BID OPENING</b>	DATE, TIME AND VENUE SHALL BE INTIMATED LATER
<b>Notes:</b>	
1) If date identified as (*) above happen to be a declared holiday in EIL Gurugram, the next working day shall be considered.	

Gentlemen,

- Indian Oil Corporation Limited (IOCL) operates a 6.0 MMTPA refinery at Barauni in the state of Bihar. In view of the projected demand, IOCL is implementing expansion of Barauni Refinery, from its current crude processing capacity of 6.0 MMTPA to 9.0 MMTPA.

As part of Barauni Refinery Expansion Project (BR-9), IOCL intends to augment the capacity of the Bitumen unit. Biturox Unit Project is being implemented in EPCM mode. Following Major facilities are envisaged under this project:

- New Bitumen Manufacturing Unit of 300 KTPA
  - New Bitumen Feed & Product Tanks @ 06 nos. of 6.9 TKL each capacity.
  - Allied offsite piping for new unit & tanks.
  - Oxygen enrichment facilities in existing 04 no of SRUs (2 X 40 + 2 X 80 TPD).
  - Enabling works
  - Utility Packages
2. IOCL has appointed Engineers India Limited as EPCM Consultant for this project.
  3. E-bids are requested on behalf of IOCL for the captioned item in total compliance to technical specifications, scope and terms & conditions of enquiry documents/attachments.
  4. Vendor shall strictly quote as per their capability enlisted in EIL/IOCL.
  5. **This enquiry is issued on OEM basis to EIL enlisted supplier for item code(s) as per MR/technical section only. A Separate intimation to the OEM supplier eligible for this enquiry shall be sent through mail subsequent to issue of enquiry in GeM Portal. Only those suppliers who are intimated of publication of the enquiry through EIL e-mail will be eligible to submit their bids.**

**Bids received from any other supplier shall not be considered for evaluation and shall be rejected.**

**In case a bidder does not register on the GeM Portal and as a consequence, does not submit their bid on GeM Portal, it shall be deemed that he is not interested in bidding against this enquiry and no further correspondence will be entertained.**

**Therefore, the bidder is requested to register themselves on GeM Portal, in case not registered on GeM portal.**

**Prospective bidders (if not already registered), are advised to get themselves registered with the said registration authority i.e. HOD (Procurement Development Department), EIL for subsequent enquiries.**

6. Bidder can download the RFQ Documents from GeM Portal (<https://gem.gov.in>).
7. Bidders have to submit their bids complete in all respects in accordance with Instructions to Bidders (ITB) only on <https://gem.gov.in>. **on or before the bid-submission date & time** as specified above. Bidder to carefully read and understand the instructions available on GeM Portal **to upload their bid**.

**Physical Bids sent through Fax/E-mail/Courier/Post will not be accepted.**

8. All amendments, time extension, clarifications etc. (corrigendum as per GeM nomenclature) will be uploaded in GeM Portal only. Bidders should regularly visit the e-tendering website of GeM Portal <https://gem.gov.in> to keep themselves updated. No extension in the bid due date / time shall be considered on account of delay in receipt of any document by Mail/Post.
9. Bidders are required to register themselves at <https://gem.gov.in>.
10. Bidders are requested to get acquainted with the GeM Portal in advance and obtain/seek clarifications, if any from GeM Portal Helpdesk.
11. Bidder is advised to download & utilize the available information/documents/resources under <https://gem.gov.in> for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
12. All those bidders who have not complied with the above registration requirements will not be eligible to bid.

13. The vendor registration on GeM Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the GeM Helpdesk. In the event of failure in bidder's connectivity with EIL/GeM Portal during the last few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date shall be entertained. In view of the same, bidders are advised to upload their bid in advance.

14. **Purchase Preferences (PPP-MSE, 2012 / PPP-MII, 2017):**

Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII (as applicable), which are necessary for availing the relevant benefits during evaluation, must be updated/uploaded in the designated folder on GeM portal.

Bidders to note that in spite of such relevant documents in the Bid, they shall not be provided in the applicable benefits during evaluation on GeM portal in case they fail to adhere to the above instructions.

In case Micro or Small Enterprise does not select the MSE option at designated folder on GeM Portal during bid submission, they shall not be considered for MSE preference by GeM, even though MSE bidder is a natural L1. Further, in case, MII Class-I bidder does not select the MII option at designated folder on GeM Portal during bid submission, they shall not be considered for MII preference by GeM, even though such bidder is a natural L1.

The evaluation as done by GeM Portal shall be final and binding.

15. **Delivery Period/Completion Period:**

**For Supply: 6 months on FOT Site basis** from the date of GeM Contract/Purchase Order whichever is issued earlier. The date of receipt of material at site as certified by site store/Owner/EIL shall be considered as date of delivery.

**For Site-work including Pre-commissioning & Commissioning, SAT etc:** Within 3 months from the date of site-readiness. Advance intimation of 14 (Fourteen) days prior to site-readiness shall be provided. The date of handing over of the equipment at site after completion of site work in all respect shall be considered as date of completion of suite work.

16. **Public Procurement (Preference to Make in India), order 2017**

Policy for Public Procurement (Preference to Make in India), order 2017 is Applicable to this Enquiry Document.

However, bidders, having minimum local content of 50% are eligible to participate but purchase preference is applicable for participating Class-I local Suppliers, as defined in the Public Procurement (Preference to Make in India), order 2017, and such bidders shall submit the required documents as specified in the said policy.

17. Contact person for this RFQ:

**Ms. Shweta Singh**, Dy Manager (SCM)

Phone no. +91-0124-289 1358

E-mail ID: [shweta.singh@eil.co.in](mailto:shweta.singh@eil.co.in)

**Mr. Shashi Shekhar**, AGM (SCM)

Phone no. +91-124-289-1356

E-mail ID: [sashi.shekhar@eil.co.in](mailto:sashi.shekhar@eil.co.in)

**Mr. Lotavath Thavurya**, GM (SCM)

Phone no. +91-124-289-2509

E-mail ID: [l.thavurya@eil.co.in](mailto:l.thavurya@eil.co.in)

18. **Bidder to note that this bid shall be governed by the terms and conditions of the Bidding Document uploaded under Specifications. These uploaded instructions/ Terms & Conditions / Technical specification of the Bidding Document shall supersede the provisions of GeM GTC and any other disclaimers provided in GeM Bid.**

19. **Wherever IOCL Portal/e-tendering Portal of IOCL is referred in the bidding document, it shall be read as GeM portal.**

**\*Please specify EIL's RFQ No. &e-Tender No. in all correspondence**

**THIS IS NOT AN ORDER**

Very truly yours,

Lotavath Thavurya  
General Manager (SCM-C&P)  
Engineers India Limited

**Enclosures:**

- a) Acknowledgement letter
- b) Proforma for letter of authority for attending pre-bid meeting and for any other correspondence and communication against above Bidding Document
- c) Check list for submission of Bid
- d) Instructions to Bidders & its appendix / annexure
- e) Bidding Forms
- f) Special Purchase Conditions (SPC) & its appendix / annexure
- g) General Purchase Conditions (GPC)
- h) Bid Data Sheet (BDS)
- i) Packing, Marking, Shipping and Documentation Specification
- j) Terms and conditions for Supervision of Erection, Testing & Commissioning & Training
- ~~k) Terms and conditions for PWCAMC~~
- l) Terms and conditions for Site Work
- ~~m) Terms and conditions for 3D Modelling~~
- n) PREAMBLE FOR SUBMISSION OF PRICES ON GEM PORTAL (FOR INDIAN BIDDERS)
- o) Material Requisition No.: **B568-304-YE-MR-1501 Rev A**



**REPLY / ACKNOWLEDGEMENT LETTER**

**E-MAIL #** : [l.thavurya@eil.co.in](mailto:l.thavurya@eil.co.in) , [sashi.shekhar@eil.co.in](mailto:sashi.shekhar@eil.co.in), [shweta.singh@eil.co.in](mailto:shweta.singh@eil.co.in)  
( PLEASE E-MAIL TO EIL WITHIN THREE DAYS ON RECEIPT OF RFQ )

General Manager (SCM)  
Engineers India Limited  
Tower-1, 1st Floor, R&D Complex, Sector-16  
Gurugram, Haryana-122001  
INDIA

Attention : Mr. Lotavath Thavurya, GM (SCM)

Client : M/s INDIAN OIL CORPORATION LIMITED  
Project : BITUROX PROJECT, IOCL BARAUNI REFINERY  
RFQ No. : SS/B568-304-YE-MR-1501/45  
Item : DISTRIBUTED CONTROL SYSTEM

**Dear Sirs / Madam,**

We acknowledge with thanks receipt of your above cited RFQ alongwith enclosures. We undertake that the contents of the above RFQ shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

**Further, our response is as under:- (Bidders to put a tick ✓, as applicable).**

- |   |                          |
|---|--------------------------|
| 1. <b>We will submit the bid within due date.</b>                               | <input type="checkbox"/> |
| 2. <b>We regret to submit our offer/quote because of the following reasons:</b> | <input type="checkbox"/> |
| a. _____  |                          |
| b. _____  |                          |

Thanking you,

Very truly yours,

Name of Bidder :  
Contact Person :  
Contact Person Mobile No :  
Bidder's Address :  
Bidder's Phone No. :  
Bidder's Fax No. :  
Bidder's E-mail :

**LETTER OF AUTHORITY**

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING PRE-BID MEETING AND  
SUBSEQUENT NEGOTIATIONS/CONFERENCES

Ref. No.

Date:

General Manager (SCM)  
Engineers India Limited  
Tower-1, 1ST Floor, R&D Complex, Sector-16  
Gurugram, Haryana-122001  
India

Attention : Mr. Lotavath Thavurya, GM (SCM)

Client : M/s INDIAN OIL CORPORATION LIMITED  
Project : BITUROX PROJECT, IOCL BARAUNI REFINERY  
RFQ No. : SS/B568-304-YE-MR-1501/45  
Item : DISTRIBUTED CONTROL SYSTEM

**Dear Sirs / Madam,**

We \_\_\_\_\_ hereby authorize following representative(s) to attend Pre-bid meeting and for any other correspondence and communication against above Bidding Document:

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_ Signature \_\_\_\_\_

We confirm that we shall be bound by all commitments made by aforementioned authorised representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

**NOTES:**

**Bidder's authorized executive is required to carry letter of authority while attending the afore-said meeting(s) and submit the same to EIL. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.**

**CHECK LIST FOR SUBMISSION OF BID**

Bidders are advised to duly fill in the checklist. This checklist gives important items to facilitate the bidder to make sure that the necessary data/information as called for in the bid document has been submitted by them along with their offer. This, however, does not relieve the bidder of his responsibilities to make sure that his offer is otherwise complete in all respects.

Please ensure compliance and tick (√) against following points:

S. No.	DESCRIPTION	CHECK BOX
<b>UNPRICED BID</b>		
1.0	Offer Covering letter (in bidder's letter head) without any deviation/stipulations.	
2.0	Power of Attorney and the supporting Board Resolution in the name of authorized signatory who is submitting the bid with his Digital Signature Certificate & signature.	
3.0	<b>Bidding Forms as follows are to be <span style="color: red;">duly filled</span> to be submitted:</b>	
3.1	Annexure-1: Compliance to Requirement of Tender Documents	
3.2a	Annexure -2(a): ATC (Indigenous)	
3.2b	<del>Annexure -2(b): ATC (Import) (applicable for foreign bidder)</del>	NA
3.2c	Annexure Bidder Input Sheet (BIS)	
3.3	Annexure -3: Deviations Statement- Technical	
3.4	Annexure -4: Deviations Statement- Commercial	
3.5	<del>Annexure-5: (Wherever Pre-Qualification / Bidder's Qualification Criteria is applicable), enclosed in Bidding Forms Section. All the details required for Technical Criteria, Commercial Criteria and Financial Criteria have been <span style="color: red;">duly filled</span>.</del>	NA
3.6	Annexure -7: Proforma of Declaration of Black Listing / Holiday Listing	
3.7	<del>Annexure -8: Form 10 F (applicable for foreign bidder)</del>	NA
3.8	Annexure -9: Vendor Bank Details / Bank Mandate Form	
3.9	Annexure -10: Declaration by the bidders regarding non-tampering of tender documents	
3.10	Annexure -11: Contact Details of Vendor	
3.11	Annexure-13: Proforma for Declaration on NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation	
3.12	Annexure-14: Certificate for Declaration of Restriction for Bidders from Countries which share Land Border with India	
3.13	Annexure-15: Compliance to Bid Requirement <b>(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)</b>	
3.14	Annexure-16: Self Declaration	
3.15	<del>Annexure-18: Tax Residency Certificate (applicable for foreign bidder in case of services in India is required as per scope of Enquiry Document)</del>	NA
3.16	Annexure-19, enclosed in Bidding Forms Section	
4.0	<del>Supporting documents for Custom Duty exemption / waiver, if any. (Applicable for Foreign Bidders)</del>	
5.0	<b>Unpriced copy of following</b> (Indicating 'Q' in place of price and 'NQ' for not quoted) <ul style="list-style-type: none"> <li>1. Preamble to Price Schedule</li> <li>2. Unpriced copy of Price Schedule / BoQ</li> <li>3. Price Schedule for Two Years O &amp; M Spares</li> </ul>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

	4. Price break up for Mandatory Spares 5. Training Charges at Vendor works 6. Training Charges at Site 7. Price Schedule for Pre-commissioning assistance 8. Unit rate for Addition/Deletion 9. Price Schedule for PWMC 10. Price Schedule for Site Works	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
6.0	<del>Latest Complete Audited Annual Financial Year Report including auditor report, Balance Sheet, Profit &amp; Loss Account Statement, Notes and all other schedules</del>	NA
7.0	<b>Duly signed Integrity Pact with witness signatures</b>	NA
8.0	Udyam Registration Certificate to avail preference for being MSE bidder. (EMD/Purchase Preference benefit shall not be available in case of non submission of the certificate)	<input type="checkbox"/>
9.0	Addendum / Amendment (if any) (Technical & Commercial) duly signed & stamped	<input type="checkbox"/>
10.0	<del>Compliance towards Preference to Domestically Manufactured Iron &amp; Steel Products (DMI&amp;SP) shall be as below:  <i>"Bidders including domestic manufacturers, selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of Iron &amp; Steel Products shall furnish the Affidavit of self-certification issued by the domestic manufacturers declaring that the iron &amp; steel products is domestically manufactured in terms of the domestic value addition prescribed, along with the bid.  In case of selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of Iron &amp; Steel Products, the bidder shall also furnish the authorization certificate issued by the domestic manufacturer."</i></del>	NA
11.0	Form-1 & Form-2 attached with Annexure-III to ITB, w.r.t. PPP-MII 2017 policy.	<input type="checkbox"/>
	<del>Form-3 duly certified by Statutory Auditor/Cost Auditor/Chartered Accountant is submitted</del>	NA
12.0	Annexure-F to SPC (Undertaking by the Tenderer(s))	<input type="checkbox"/>
<b>PRICE BID</b>		
1.0	Prices for the following are filled, in GeM portal, in line with the instructions provided in ITB: 1. Prices filled-in at designated field(s) available on GeM Portal 2. Price Schedule for Two Years O & M Spares 3. Price break up for Mandatory Spares 4. Price Schedule for Supervision-Overtime Rate 5. Unit rate for Addition/Deletion	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

**Bidder shall furnish the above documentation complete in all respect and shall submit along with the bid. EIL/Owner reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.**

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:



**INSTRUCTIONS TO BIDDER (ITB)**





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**INSTRUCTIONS  
TO  
BIDDERS (ITB)**

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## A GENERAL

### 1.0 SCOPE OF BID& SALIENT POINTS

- 1.1 In connection with the covering letter of Request for Quotation (RFQ) / Invitation for Bid (IFB) / Notice Inviting Tender (NIT) of Bidding Document, Engineers India Limited on behalf of IOCL invites e-Bid(s), for the scope covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the “WORKS” as specified in Bid Data Sheet (BDS)).
- 1.2 Throughout the RFQ Document:
- i) **CLIENT / OWNER:** Client / Owner means Project Owner M/s INDIAN OIL CORPORATION LIMITED (IOCL).
  - ii) **CONSULTANT:** Consultant means EPCM Consultant, M/s. Engineers India Limited, a company incorporated in India having its registered office at Engineers India Bhawan, 1, Bhikaiji Cama Place, RK Puram, New Delhi-110066 and shall include its successors and assignees.
  - iii) except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
  - iv) “day” means calendar day.
  - v) Enquiry document / RFQ Document / Bidding Document have same meaning.
  - vi) E-Tendering/ e- procurement website means Government e Marketplace (GeM) Portal <https://gem.gov.in/>.
- 1.3 Bidder should submit their bids strictly as per the requirements outlined hereunder and as specified in the Material Requisition/Technical Specifications/Scope of Tender or equivalent term /Technical Specifications/ Scope of Tender or equivalent term
- 1.4 Tender document (Non-Transferable) can be downloaded from GeM Portal during the period, as specified on GeM portal. Offer shall have to be submitted ONLY through online mode on GeM Portal during the period, as specified and the bids shall be opened on the date & time, as specified on GeM Portal.
- 1.5 Tender Opening: The Un-priced offers shall be opened on the due date (appearing on the GeM portal) and in subsequent corrigendum, if any) and price bid of techno-commercially acceptable bidders shall be opened on a suitable date, which will be communicated to bidders.
- 1.6 The bidders are required to submit their bids electronically on the GeM Portal only, on or before the bid submission date and time. Bidders are required to register themselves at GeM Portal <https://gem.gov.in/>.  
Bidders to refer training module presentations and FAQs as available on GeM Portal for participating in e-Tender”.
- 1.7 Bidders in their own interest are requested to register on GeM Portal and upload/submit their bid well in time. Bidder will be responsible for any delay due to any issues. IOCL shall not be responsible for any delay in uploading the offer on the GeM Portal. GeM portal does not allow uploading and submitting the bid after due date and time.
- 1.8 Technical specification should be strictly as per the Material Requisition/Technical Specifications/Scope of Tender or equivalent term as attached. It may be noted that the Bid shall be evaluated as received and technical queries may not be issued.
- 1.9 Clarifications required, if any, must be raised at least five working days prior to Bid submission end date and time.
- 1.10 Commercial requirements are specified in the Notice Inviting Tender (NIT), General Purchase Conditions, Special Purchase Conditions (SPC), Instructions to Bidders (ITB), Agreed Terms & Conditions (ATC) questionnaire and Terms & Conditions for Supervision



## INSTRUCTIONS TO BIDDER (ITB)



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(wherever applicable). The pre-filled Agreed Terms & Conditions Questionnaire should be duly filled with all requisite details and be a part of your un-priced bid.

- 1.11 For Limited tenders, if not bidding, please inform vide E-mail with attached acknowledgement letter titled "ACKNOWLEDGEMENT OF Tender" within the due date & time, with reasons(s) of not participating in the Tender. In case there is no response, IOCL reserves the right not to consider such vendors for issuance of future enquiries.
- 1.12 Owner reserves its right to allow Government Organizations, Public Sector Enterprises (Central/State), Micro & Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC)/ Scheduled tribe (ST)/Women entrepreneurs, and any other purchase preference as admissible/applicable from time to time under the existing Govt. policy. Bidder to submit documentary evidence for the same. In this regard, item wise quantity may be split and the quoted price shall remain valid. Submission of Udyam Registration Certificate by MSE bidders is recommended to be a part of Bidder's Offer and also in e-Tender portal through the following methodology:  
Further, MSEs are advised to update their status on the GeM Portal also to avoid any complexity in evaluation.
- 1.13 IOCL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information
- 1.14 Authority of the person uploading the bids shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid shall be as given in the following table

In case of Proprietary Concern	If the bid is submitted by the proprietor, no Power of Attorney (POA) is required. However, he will upload undertaking certifying that he is sole proprietor. If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern
In case of Company	Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company OR POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company
In case of Partnership Firm/ LLP	POA along with Deed of Partnership / LLP Agreement.
In case of Co-Operative Society	Copy of resolution passed as per Society Rules

POA to mention authorization to sign and submit offer & make correspondences against tender documents, participate in negotiations, sign and execute agreements, etc.

- 1.15 Bidders are required to upload the complete bid comprising of Part-I: - Unpriced Bid along with all supporting documents & Part-II:- Priced Bid on the GeM portal only. However, Part-III: Bank Guarantee for EMD to be submitted in original as detailed in clause no. 19 below and Bid Data Sheet.
- 1.16 Bidders shall set their quotations in firm figures and without qualifications or variations or additions in the terms of the tender documents. Bids containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expression or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.
- 1.17 Direct bids only, without the involvement of an Indian Agent will be considered from foreign bidder.



## INSTRUCTIONS TO BIDDER (ITB)



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In case of involvement of foreign Vendors, tenders can be submitted either by the Vendor directly or through their Indian Agent / representative on behalf of them, but not both. The Indian Agent / representative should represent only one Vendor and he will not be allowed to quote on behalf of another Vendor for the same tender.

- 1.18 Only E-Bids uploaded in the GeM portal shall be acceptable. Physical bids (except Part-III: Bank Guarantee for EMD to be submitted in original) and Bids/ Offer through Email or fax/ Courier or Bids received in open condition or Bids in any other mode shall not be accepted.
- 1.19 The E-bids received online shall be opened at EIL office on due date and time as specified above.
- 1.20 All technically and commercially acceptable bidders will be advised of date and time of priced bid opening. In case of e-tender, Bids shall be opened online; hence bidders may review opening status at their places.
- 1.21 As Purchaser intends to contract directly with suppliers of the goods for which bids are invited, the bids should be prepared by the suppliers and submitted directly. Purchaser reserves the right to reject offers made by intermediaries.
- 1.22 Addendum / corrigendum to the tender documents if issued must be submitted along with the bid.
- 1.23 Bidders to note that such price changes, which are against Technical / commercial clarifications, and are in line with existing terms & conditions of enquiry documents are not allowed. In case any bidder gives revised prices / price implications against such clarifications, their bid shall be liable for rejection.
- 1.24 IOCL reserves the right to use in-house information for assessment of bidder's capability for consideration of bid.
- 1.25 The bidder who is providing the technology from the company, which is recently acquired / taken over by them or purchasing the technology by other companies, shall provide proper documentary evidence. In the absence of the same their offer shall be liable for rejection.
- 1.26 Consortium bids are not acceptable.
- 1.27 In case unpriced bid opening date happens to fall on a Holiday, the next working day shall be deemed to be unpriced bid opening date.
- 1.28 Any Addendum / Corrigendum / Date extension in respect of above tender shall be issued on GeM Portal only and no separate notification shall be issued.  
Bidders are therefore requested to regularly visit GeM website to keep themselves updated.
- 1.29 All documents submitted by the bidder against the tender requirement should be genuine. In case of any fraud, it shall be bidders responsibility and the bidder may be debarred from future tenders.
- 1.30 Price part of only those bidders, whose bids are considered techno-commercially acceptable, shall be opened. Bidders selected for opening of their price bids shall be informed about the date of price bid opening. Price Bid opening shall be done on GeM portal only. Bidders can view L1 bidder prices after price bid opening by logging in to GeM portal through their system.
- 1.31 Order for supply and site work shall not be split and only single order covering the entire scope of work on each supplier shall be placed. However, IOCL reserves the right to place multiple orders interlinked with each other for ease of execution.
- 1.32 Vendor may be put on "Holiday List/ Suspension List" If a party
  - a) has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
  - b) has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging, price rigging.



## INSTRUCTIONS TO BIDDER (ITB)



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- c) has obtained official company information or copies of documents, in relation to the tender / contract, by questionable methods / means.
- d) has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms or other statutory requirements.
- e) has deliberately indulged in construction and erection of defective works or supply of defective materials.
- f) has not cleared IOCL's previous dues.
- g) is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- h) has submitted fake, false or forged documents / certificates.
- i) has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents / drawings / tools or plants or equipment supplied by IOCL.
- j) has refused to accept Fax of Acceptance / Letter of Acceptance / Purchase Order after the same is issued by IOCL within the validity period and as per agreed terms & conditions.
- k) after opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.
- l) has parted with, leaked or provided confidential / proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
- m) any other points stating provision of Holiday List mentioned elsewhere in the Tender Document.
- n) any other ground for which, in the opinion of the Corporation makes it undesirable to deal with the vendor/bidder.

1.33 In case a supplier quotes delivery longer than required in enquiry, the bid may get rejected and IOCL reserves the right to accept or reject the bid as per its discretion.

## 2.0 ELIGIBLE BIDDERS

2.1 A bidder may be a firm or a company, who, have been issued the Enquiry / RFQ Document on Limited Competitive Basis or/and intends to submit Bid, in response to Invitation for Bids (IFB) / Notice Inviting Tender (NIT) on Open Competitive basis.

## 2.2 REJECTION CRITERIA:

Bid is liable for rejection in the following circumstances:

- i) Does not pay the EMD before deadline (if applicable)
- ii) Does not fulfill minimum pre-qualification criteria as per the Tender Documents
- iii) Submits the tender late i.e. after due date and time
- iv) Unsolicited bids.
- v) Stipulates the validity period less than what is stated in the Tender Documents
- vi) Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- vii) Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- viii) Does not fill in and submit the required annexures, specifications, etc. as specified in the tender.
- ix) Does not submit bid in the prescribed format making it impossible to evaluate the bid
- x) Indulges in tampering of tender documents
- xi) Does not conform to any tender condition which stipulates non-conformance of tender conditions as rejection criteria.



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- xii) Failure of bidder to submit tenders without taking cognizance of corrigendum / amendment issued.
- xiii) Failure of bidder to submit reply to Technical / Commercial Query (TQ/CQ) within the given dead line.
- xiv) In case the bidder alters / modifies the bid suo-moto after opening the bids (technical bids in case of two bid system) within the validity period.
- xv) Bidder who are under liquidation, court receivership or similar proceedings. Bidder shall submit a self-certificate stating that they are not under liquidation, court receivership or similar proceedings. Failure to do so or if the bidder is under liquidation, court receivership or similar proceedings, their bids shall not be considered
- xvi) A bidder Who is on Holiday/ Suspension /Banning List / Negative list of IOCL or MoPNG or Holiday/ Negative list of EIL or debarred/disqualified by GeM on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/Award.

2.3 The bidding is open only to the bidders to whom Enquiry Document has been issued in case of Limited bidding.

2.4 In case of limited competitive bidding, the bid is to be submitted only by the bidders to whom Bidding Document has been issued.

### 3.0 CARTEL FORMATION IN BIDDING

3.1 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder(s) will also be debarred from bidding in future for this project apart from penal action as deemed fit.

## B CONTENTS OF ENQUIRY DOCUMENT



### 4.0 ENQUIRY DOCUMENT

4.1 The Enquiry Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with Clause 7.0 of ITB.

- Request for Quotation (RFQ) / Invitation for Bid (IFB) / Notice Inviting Tender (NIT).
- Instructions to Bidders and its Appendices / Annexures
- Bid Data Sheet
- Bidding Forms
- General Purchase Conditions (GPC) and its Amendment.
- Special Purchase Conditions (SPC).
- Packing, Marking, Shipping and Documentation Specification
- Terms & Conditions of Incidental Services (i.e. Site Work / Supervision etc), if applicable
- Additional Documents Mentioned in BDS
- Price Schedule.
- Material Requisition (MR).

4.2 GeM bid document generated or available on GeM portal shall also be part of Bidding Document / Tender Document.

4.3 Although all the details presented in this Enquiry Document have been compiled with reasonable care, the bidder is expected to examine the Enquiry Document, including all instructions, forms, terms, specifications and drawings in the Enquiry Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of EIL immediately and prior to submission of Bid.

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4.4 Enquiry Document once issued in case of limited competitive bidding is non-transferable.

## 5.0 SITE VISIT

5.1 For Scope involving Site Work, bidder, if required, may visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid. All costs towards the same including the cost of visiting the Site shall be at the bidder's own expense.

5.2 Bidder and any of its personnel will be granted permission by EIL/Owner to enter upon its premises and lands/ Project Site for the purpose of such visit, but only upon the express condition that the bidder and its personnel will relieve and indemnify EIL/Owner and its personnel from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection. **Bidder shall refer BDS for schedule and contact details related to site visit.**

## 6.0 CLARIFICATION OF ENQUIRY DOCUMENT & PRE-BID MEETING

6.1 Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear techno-commercial scope.

6.2 Bidder's authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in IFB/ LIB. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

6.3 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries/clarification/information pertaining to Bidding document in writing delivered by hand or by e- mail in the format provided in Bidding Forms so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to concerned persons specified in BDS, to enable EIL to prepare replies to the queries in the same format expeditiously.

6.4 The bidders are required to participate in the pre-bid meeting after going through the entire bidding document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC (if any). In case of any doubt, they may discuss the same during the meeting to avoid any techno-commercial clarifications/ discussions post bid.

6.5 Replies to the pre-bid queries / Conclusion agreed in this meeting shall be uploaded as "Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries" on GeM Portal. **Record Notes of Pre-bid Meeting/Reply to Pre-bid Queries shall be considered as part of enquiry document.**

6.6 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment.



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6.7 Based on the pre-bid discussions, no-deviation form/ techno-commercial compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation other than commercially loadable deviations mentioned in SPC shall be accepted. Bidder in their own interest shall submit bids fully complying to bidding document requirements and EIL shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical/ commercial queries.

6.8 Technical/ Commercial queries (TQ/CQ) shall normally not be issued once the bid have been opened. However, wherever CQ/ TQ are unavoidable, the same shall be raised as deemed necessary and the cut-off date given for CQ/ TQ replies shall be adhered to. Offers shall be evaluated based on the information available upto cut-off date for CQ/ TQ replies. Bidder shall not submit any Price against TQ/ CQ raised unless specifically sought in writing.

### 7.0 AMENDMENT OF ENQUIRY DOCUMENT

7.1 In case, the parameters and/or scope of certain item(s) included in the MR/ tender get revised due to revision in requirements or discussion during pre-bid meeting and/or any other reasons, after floating of enquiry but before bid due date, an amendment / revised MR/ tender clearly identifying the changes shall be issued. Similarly, in case of changes in Commercial terms & conditions, Commercial amendment shall be issued.

7.2 Any addendum issued shall be part of the Enquiry Documents and shall be uploaded on GeM Portal.

7.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, EIL may extend the deadline for the submission of bids, pursuant to Clause 22.3 of ITB.

7.4 EIL may also for any reason issue amendment subsequent to receiving the bids. Any amendment thus issued shall become part of Enquiry Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

### 8.0 ACKNOWLEDGEMENT & CONFIRMATION

8.1 Within 3 days of downloading of Enquiry Document, bidder shall acknowledge and confirm his intention to bid for the requested item/work.

8.2 Bidders should respond to this enquiry either by submitting their bids or by explaining the reason for non-submission of the offer. In case there is no response either way continuously, the bidder shall be liable for suitable action including review of their enlistment with EIL for that particular item.

### C PREPARATION OF BIDS



#### 9.0 COST OF BIDDING

9.1 Bidder shall bear all costs associated with the preparation and submission of its Bid, and Owner / EIL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### 10.0 LANGUAGE OF BID

10.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and Owner / EIL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.

10.2 In case a bidder submits any of the Bidder Qualification support documents in any language other than English, then it will be the responsibility of such bidder to also provide the English translation copy of the same duly certified, stamped and signed by the Local Chamber of

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Commerce of the respective country. Translation by Indian Embassy/ High Commission or authorized/ approved translation agencies (by Indian embassy/ high commission or any other authority) shall also be acceptable.

## 11.0 DOCUMENTS COMPRISING THE BID

11.1 Electronic Bids (e-bid) in two parts i.e. PART-I (Techno-commercial part) & PART-II (Priced part) as detailed below shall be submitted on GeM-portal (<https://gem.gov.in>) in accordance with the instructions and terms & conditions enclosed with the Enquiry Document.

Bidders to upload the unpriced bid (comprising of bid security, technical bid, other documents, etc.) and priced bid (offer prices) strictly at designated place on GeM Portal Offer prices shall not be mentioned at any place other than the designated field(s) provided on GeM Portal.

### 11.1.1 PART - I -TECHNO-COMMERCIAL/ UNPRICED BID

(a) List of Document required in the UNPRICED BID as per BDS

Note: The above shall be uploaded in "PREQUAL/ TECHNICAL" folder in e-tendering portal

### 11.1.2 SUBMISSION OF BID SECURITY IN ORIGINAL [PART-III] (For Applicability, refer BDS)

The Bid Security (wherever applicable) shall be submitted in original within the period as specified in IFB / NIT / ITB for submission of Bid security, at the address mentioned in BDS:

Note: Scanned copy of Bid security must be uploaded in GeM portal on or before Bid due date and time.

11.1.3 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions

11.1.4 Bidders must ensure submission of prices without any erasures or corrections. Use of white fluid for correcting the rates is banned. Wherever rates are corrected with white / erasing fluid and bids are invited on overall basis then those bids shall be rejected. However, if the bids are invited on line-item basis and the correction is done on a particular line item, then that line item will be rejected.

11.1.5 Cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of erasing fluid. All corrections should be duly signed by the bidder.

11.1.6 IOCL reserves the right to accept or reject the offer either in part or full wherever white / erasing fluid is used.

### 11.2 PART-II (Priced Bid)

(a) Prices strictly as per Price Schedule/ Schedule of rate (SOR) on GeM portal, without making any changes in the format/names of the file/worksheet.



Note: 1. Bidder shall fill-in the prices at designated field(s) available on GeM Portal

2. Deviation to terms & conditions, presumptions etc. shall not be stipulated in Priced part of bid and price bids shall not contains any stapled slips. In case of any conditions stipulated in price bid and bid containing any stapled slips, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

## 12.0 INTEGRITY PACT

12.1 Indian Oil Corporation Limited (OWNER) has signed an MOU with Transparency International India for adoption of the Integrity Pact Program. The MOU is available at IOCL website <http://www.iocl.com/aboutus/DraftMOU.pdf>. Owner is committed to follow the principles of transparency, equity and competitiveness in public procurements.



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- 12.2 Bidder has also to commit the same through executing an Integrity Pact Agreement (IPA) and declarations which is now a part of tender document. In absence of the same, the tender would be summarily rejected. Format of Integrity Agreement and declaration are enclosed as Annexure-I to ITB, and are also available at Indian Oil website [www.iocl.com](http://www.iocl.com).
- 12.3 IPA will prevail over General Conditions of Contract with regard to specific clauses of the IPA including consequential breaches by the bidders.
- 12.4 Any violations/alleged violation of IPA would not be subject matter of arbitration.
- 12.5 Integrity Pact shall be returned by the Bidder along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. Bidder's failure to submit the Integrity Pact duly signed shall result in the bid not being considered for further evaluation.
- 12.6 Bidders may raise any tender-related disputes/ complaints, if any, for tenders covered under IP (i.e. tenders exceeding Rs. 10 Crore), with the below nominated Independent External Monitors.
- Mr. Vijai Prakash Pathak, IRSS (Retd.) and Former Member Materials Management (MMM), Railway Board
  - Mr. Ashok V Subhedar, Vice Admiral (Retd.)
  - Mr. K.D. Tripathi, IAS (Retd.)
- 12.7 IEMs have been appointed by the Commission. The details of IEMs are also available on the IOCL website <https://www.iocl.com/Talktous/IntPact.aspx>.
- 12.8 Bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance in Part-I of the Bid, if required as mentioned in the bid data sheet (BDS). Copy of the Integrity Pact is provided in Bidding Forms.
- Offers of Bidders who sign & submit the Integrity Pact (as applicable) will only be considered for evaluation. In case the bidder does not sign the Integrity Pact Agreement (IPA), a reasonable grace time may be given to the party to comply with the requirements. In case of non- submission within the grace period / refusal by any party to sign the IPA agreement, the offer of such bidder shall be rejected.

### **13.0 MULTIPLE / ALTERNATIVE BIDS**

- 13.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly (as a sub-contractor) failing which following actions shall be initiated:
- (a) All bids submitted by such bidder (say 'A') either as a single bidder or as a consortium, shall stand rejected and BID SECURITY, if any, in case of all such bids submitted by bidder 'A' shall be forfeited.
  - (b) If another bidder (say 'B') has proposed bidder 'A' as a sub-contractor then bidder 'B's bid shall also be rejected. However, in case the bidder 'B' has also proposed an alternative sub- contractor who is other than the bidder 'A', then bidder 'B's bid shall be evaluated with the proposed alternative sub-contractor only. Hence, every bidder shall ensure in his own interest that his proposed sub-contractor is not submitting alternative/ multiple bids. Wherever a bidder proposes a sub-contractor, consent/ MOU with the sub-contractor shall be enclosed, without which the sub-contractor arrangement shall not be considered valid.

Note: However, in case Owner / EIL has proposed a list of sub-contractors/ sub-vendors in the enquiry document itself which shall be common for all the bidders, the provision at (b) above shall not be applicable as long as only the sub-contractors/ sub-vendors are common in case of various bidders. However, if any of such sub-contractors/ sub-vendors happens to be a bidder also, clause above shall be applicable.

Deterrent for submission of multiple bid by single entity



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- (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 Indian 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.

### 14.0 BID PRICES AND DISCOUNTS



- 14.1 The prices must be quoted strictly in the format provided in the Enquiry Document. Conditional discount, if offered, shall not be considered for evaluation.
- 14.2 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the scope of supply/Works and will not be subject to variation on any account except as otherwise specifically provided in the Enquiry Documents.
- 14.3 All duties, taxes, and other levies payable shall be as per Special Purchase Conditions.
- 14.4 If required, the break-up of various components as included in the quoted price shall be obtained from successful bidders before placement of order/contract on them.

### 15.0 CURRENCIES OF BID AND PAYMENT

- 15.1 Unless otherwise specified in BDS, Indian bidder & foreign bidder shall submit Bid in currency as per Special Purchase Conditions (SPC) & Price Schedule (BOQ) and payment shall be made in respective currency only.

### 16.0 DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER

- 16.1 If specified in the Invitation for Bids (IFB) / Notice Inviting Tender (NIT), bidder(s) intending to participate shall fulfill the Qualification Criteria specified in the Invitation for Bid (IFB) / Notice Inviting Tender (NIT). The Technical, experience and financial details submitted by the bidders shall be evaluated with respect to the Qualification Criteria specified in the Invitation for Bid. The bidders must submit complete and unambiguous documents pertaining to BQC in the first instance itself alongwith the offer. EIL/ IOCL may not offer any opportunity to the bidder to provide complete or unambiguous documents and reserve the right to proceed on the basis of documents received alongwith the offer and Incase of non-submission of some documents or submission of incomplete or ambiguous documents, the bid may be rejected.
- 16.2 Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications

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- 16.3 Bids of only those bidders who are found to qualify based on the Qualification Criteria specified in the Invitation for Bid / / Notice Inviting Tender shall be considered for detailed Techno-Commercial evaluation. Decision of OWNER / EIL in this regard shall be final and binding.
- 16.4 **While evaluating the bidder's conformity with Qualification Criteria, only such works shall be taken into consideration, the details of which have been submitted along with the Bid.**
- 16.5 All PQC documents duly scanned to be uploaded by bidder in the portal.
- 16.6 For fulfilling the financial pre-qualification criteria any one of the following documents may be considered as valid proof for meeting the criteria:
- a) Audited balance sheet of the bidder (Complete company financial statement).
  - b) Published Annual report.
- 16.7 In case the balance sheet is available in the public domain the same shall be acceptable.
- 16.8 For fulfilling the commercial Pre-Qualification experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:
- I. Purchase Order copy along with Invoice(s) with self certification by the bidder that supplies against the invoices covering the "similar order" have been executed to the required value.
  - II. Purchase Order copy along with Bank Certificate indicating receipt of payment by the bidder against the subject PO
  - III. Execution certificate by client with order value
  - IV. Any other document in support of order execution like TPI release note, etc.
  - V. Internal records of IOCL for any reference of job executed for IOCL cited by the bidder for which bidder is not able to furnish documentary evidence.
- 16.9 The bidder shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.
- 16.10 FOB/FCA/FOR Dispatch point price (inclusive of P&F charges, if any) shall be considered for arriving at the executed order value.
- However, in case any other cost component are not indicated separately and are already included in the Purchase Order Value, as evident from the submitted Purchase order copies, then executed order value shall include such inclusive cost components also for the purpose of PQC evaluation.
- 16.11 For Global Tenders if bidders submit foreign orders in currency other than USD, same shall be converted to USD on the date of the said Purchase Order. For National Tenders if bidders submit foreign orders in currency other than INR, same shall be converted to INR on the date of the said Purchase Order.
- 16.12 Submission of authentic documents is the prime responsibility of the bidder.
- 16.13 Wherever IOCL has concern or apprehension regarding the authenticity / correctness of any document, IOCL reserves the right of getting the documents cross verified from the document issuing authority/any relevant source.
- If documents (part or full) are found forged, such offers will be summarily rejected, EMD will be forfeited, orders if any placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification bidders shall submit complete client details with names, address, phone number, e-mail ID etc. unless otherwise mentioned in the NIT.

**17.0 NET WORTH REQUIREMENT (For Applicability, refer NIT/BDS)**

17.1 Bidder shall have Positive Net worth. To establish the same, bidder shall furnish the latest Audited Financial Statement including Auditors Reports, Audited Balance Sheet, Profit & Loss Account, Notes, Annexure (if any) etc.

**In case Net worth is negative, the bid shall be considered for further evaluation only if the bidder provides an undertaking from financial institutions towards “financial support for executing orders in case of order placement on them”.**

17.2 The net-worth means paid up share capital, Share application money pending allotment\* and reserves# less accumulate losses and deferred expenditure to the extent not written off.

# Reserves to be considered for the purpose of net-worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

\*Share application money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of net-worth shall be as follows:

Paid up share capital	XXXX
Add: Share application money pending allotment	XXXX
Add: Reserves (as defined above)	XXXX
Less: Accumulate Losses	XX
Less: Deferred revenue expenditure to the extend not written off	XX
Net-worth	XXXX

17.3 In case the financial year closing date is within 9 months from the date of NIT/IFB publication and audited annual report of immediate preceding financial year is not available, bidder has the option to submit the financial details of the previous year immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding financial years.

Example, In case, audited annual report of immediate preceding financial year (year ending 31st March) is not available and where the date of NIT/IFB publication is up to 31st December, the financial details of the previous year immediately prior to the last financial year may be submitted. However, in case the date of NIT/IFB publication is after 31st December, it is compulsory to submit the financial details of the immediate preceding financial year only.



17.4 Any of the following documents furnished by the bidder in support of clause no. 17.1 above shall be

- i) Audited published Annual Report OR
- ii) Audited Balance Sheet and Profit and Loss Statement OR
- iii) Financial statements duly certified by practicing Chartered Accountant (not being an employee or a Director and not having any interest in the bidder’s company) where audited accounts are not mandatory as per law.

17.5 The failure to meet Net worth Criteria at 17.1 above will render the bid to be summarily rejected.

**18.0 PERIOD OF VALIDITY OF BIDS**

18.1 Bids shall remain valid for the period specified in the BDS. A bid with shorter validity shall be rejected by OWNER / EIL as non-responsive. Bidders shall not be entitled during the above period, without the consent of OWNER / EIL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of OWNER / EIL in writing, OWNER / EIL shall reject their bids. Such Bidder may also be put on Holiday list/ Negative List.

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18.2 In exceptional circumstances, prior to the expiration of the bid validity period, EIL / OWNER may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with Clause 19.1 of ITB, validity of EMD shall also be extended for validity required as per clause no. 19.4 beyond the deadline of the extended validity period. A bidder may refuse the request without forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid.

**19.0 BID SECURITY (For Applicability, refer NIT/BDS)**

19.1 Indian bidders shall submit Earnest Money Deposit (EMD), wherever applicable, for an amount as indicated in the NIT / TENDER in the form of NEFT or RTGS Option /Online Submission in e-Tender Portal/ or bank guarantee {bank guarantee acceptable for EMDs valuing above INR 1 Lac} (as per the Proforma provided in the Bidding Document) in favour of “Indian Oil Corporation Ltd, New Delhi/ (Barauni Refinery)”. Issuance of Bank Guarantee shall be confirmed directly to IOCL. Bids not accompanied with EMD shall be liable for rejection of which IOCL shall be the sole judge. DD/Banker’s cheque will not be accepted against EMD.

19.2 For NEFT / RTGS option: Bidder to pay EMD through NEFT/ RTGS and upload the transaction details in GeM bid.

19.3 Foreign bidders shall submit EMD, if applicable, for an amount as indicated in the NIT / TENDER, through Bank guarantee in favour of “Indian Oil Corporation Ltd, New Delhi / (.....Refinery )” (as per the Proforma provided in the Bidding Document). However, based on authorization by foreign bidder, their Indian representatives / associates may be allowed to submit EMD in INR only in the form of Online Transfer. EMD through Demand Draft / Bankers Cheque / Swift Transfer shall also be accepted. Bids not accompanied with EMD shall be liable for rejection of which IOCL shall be the sole judge.

19.4 **Scanned copy of Earnest Money Deposit (EMD) as mentioned above shall be submitted within the bid submission end date and time.**



**Bank Guarantee for EMD in Original must be received at the address stated for EMD submission within 07 Calendar days of bid submission end date and time.**

The Bank Guarantee for the bid security shall be valid for Three (3) Months beyond the validity period of the bid, or beyond any period of extension if requested under Clause 18.2 of ITB.

19.5 Earnest Money Deposit (EMD) (if applicable) in the form of Bank guarantee as mentioned above shall be submitted in accordance with the attached Annexure-A to GPC.

19.6 For Bank Guarantee option: Bidder shall select YES against EMD exemption and shall select exemption type as “Percentage”. Bidder shall enter 100 in Percentage/Amount field. Subsequently bidder shall upload the scanned copy of “Bank Guarantee” in the space provided for uploading EMD exemption document. Bank guarantee should be strictly as per as per IOCL standard format. Standard format has been annexed in IOCL General Purchase Conditions. BG must be executed on appropriate value of non judicial stamp paper. Bank guarantee must be sent by bank directly to tender inviting authority in sealed envelope.

19.7 Exemption of EMD will be applicable for Government organizations, Central/State PSUs, JVs of IOCL, and for Start Ups of definition as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) and Micro or Small Enterprises (MSEs) having Udyam Registration Certificate ( <https://udyamregistration.gov.in>) permitted by GOI w.e.f., 01.04.2021, provided that certificate issued by the relevant agency is valid (wherever validity is specified in the certificate) on the date of un-priced bid opening. Scanned copy of Registration certificate should be uploaded in the e- procurement website under e-bidding.

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\*\*\* EMD exemption will be applicable to MSE Bidders irrespective of the item (Manufacture/Service) for which is registered. However, purchase preference is applicable to MSEs for procurements of only goods produced and services rendered by MSEs .\*\*\*

- i. MSE bidders who are traders and registered under Services category, shall not be considered for purchase preference under MSE policy for procurement of goods. Similarly, MSE vendors who are registered under Manufacturer category shall not be considered for purchase preference under MSE policy for procurement of services.

Stockist/Traders are excluded from the purview of public procurement policy.

In addition to above, exemption from submission of EMD shall be as per latest GeM GTC as on the date of issuance of RFQ. However,

- In case of Micro and Small Enterprise, only Udyam registration certificate shall be considered for availing the Benefit of EMD exemption. EMD exemption shall be given to all Manufacturers/ Service Providers having Valid MSE registration irrespective of Primary Product/ Service category excluding traders. Further, MSE price preference shall not be given to a trader.
- In case of bidder having annual turnover of INR 500 Crore or more, only those bidders who are exempted by GeM on the basis of their Annual Turnover verified/ validated by GeM shall be exempted from EMD submission. All other bidders, irrespective of their Annual Turnover, shall be required to submit EMD/ Bid Security, if not exempted by GeM.



The Udyam registration certificate shall be verified from Gol Udyam registration portal (present web address is <https://udyamregistration.gov.in>). The status of MSE Bidder as on date of Unpriced Bid Opening shall be considered for applying above benefits for entire evaluation."

19.8 Bidders are required to upload the scanned copy of EMD on portal along with e-Bid within bid end date & time and also required to submit the Bank Guarantee for EMD (as per the Proforma provided in the Bidding Document) in original within 07 calendar days of bid submission end date & time in sealed envelope EMD in original shall be submitted in a sealed envelope titled "Earnest Money Deposit for Bidding Document No. (as applicable)". Swift message/Cheque/Cash shall not be acceptable. In case bidder fails to upload scanned copy of EMD on GeM portal by the bid submission end date and time, such bid shall be liable for rejection of which IOCL shall be the sole judge. EMD in original must be received at the address stated for EMD submission within 07 Calendar days of bid submission end date and time. Bidders whose original EMDs are not received within 07 Calendar days of bid submission end date and time, shall be liable for rejection of which IOCL shall be the sole judge. For the purpose of receipt of BG, the time recorded in the Receipt / DAK section against receipt shall be considered as receipt time. Only those Physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid. IOCL shall not be responsible for postal/courier delay, non-receipt or loss in transit.

19.9 EMD in original shall be submitted at address as mentioned in BDS.

19.10 EMD shall be released to the bidders in the following circumstances:

- (a) EMD/ Bid securities of bidders whose price bids are not opened/ disqualified during techno- commercial bid evaluation (unsuccessful Bidder) shall be released immediately by EIL after approval of price bid opening.
- (b) EMD/ Bid securities of bidders qualified in the techno-commercial bid but unsuccessful for placement of Purchase Order shall be released after final approval of the placement of Purchase Order by the competent authority.
- (c) EMD/ Bid securities of the successful bidder shall be sent to IOCL & shall be released by IOCL on receipt of acceptable CPBG.

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- (d) In case EIL / Owner decides to cancel / annul the enquiry at any stage during the bidding process but before the award (as applicable), EMD/ Bid securities of the bidders shall be returned at the earliest from the date of such decision.

19.11 EMD shall be forfeited and the Supplier may be put on “Holiday / Suspension / Banning List” in case;

- (a) The bidder alters / modifies / withdraws the bid suo-moto after opening the bids within the validity period and / or submits multiple bids/ alternative bids.
- (b) If the successful bidder fails to accept arithmetical corrections
- (c) If the Information/ documents submitted by the bidder in the bid is found to be false/ forged.
- (d) The successful bidder fails to deposit the PBG or to execute the order

19.12 Bidders to pay EMD in aggregate of all the opted items / groups / parts. If the bidder is participating for multiple items / groups / parts and EMD submitted by him in short of the aggregate of EMD, for the items / groups / parts he is bidding for, the bidder will be considered qualified only for the items / groups / parts for which he meets the EMD requirement in descending order.

19.13 Since, EMD shall be taken in aggregate of all opted items / groups / parts, it may not be equal to the total EMD for the tender. In such case, the bidder shall be allowed to furnish either EMD for the whole amount through online EMD process or furnish EMD Bank Guarantee for the partial amount, even in case partial amount of EMD valuing less than INR 1 Lac.

## 20.0 FORMAT AND SIGNING OF BID

- 20.1 The e-bid shall be digitally signed (e-signed) by a person duly authorised to sign on behalf of the bidder. e-Bid Signatory who is using his digital signature for uploading / signing the e-bid, shall also carry the Power of Attorney.
- 20.2 In case of a JV/Consortium bid (If permitted in the RFQ Document), the Bid shall be digitally signed (e-signed) of an authorized representative of the JV /Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.
- 20.3 Foreign supplier shall submit direct offer without the involvement of an intermediary as an Indian Agent, unless allowed elsewhere in the Enquiry Document.
- 20.4 In case Foreign Bidder wants to quote a portion of supply and services from India, he should quote Prices in the format applicable for Indian bidder for his Indian portion of supply & services. However, Foreign Supply & Services shall be quoted in the format applicable for Foreign Bidder.

## D SUBMISSION AND OPENING OF BIDS

### 21.0 SEALING AND MARKING OF BIDS

21.1 The bidder shall submit the, original Bid Security (wherever applicable), as per the requirement of clause no. 11.1.2 of ITB, , in separate sealed envelopes, duly marking the envelopes as per following:.

Part III -Bid Security



Name of Work/ Item:

Bidding Document No.:\_

Due date & Time of Submission:

From: [Name & Address of Bidder]\_

21.2 The envelope shall bear the name and address of the bidder and bear a warning not to open before the time and date for opening.

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- 21.3 If all envelopes are not sealed and marked as required, EIL / OWNER will assume no responsibility for the misplacement or premature opening of the Part-III of bid.
- 21.4 Bidders shall submit bids (**Part-I & Part-II**) electronically through GeM portal, on or before the bid submission date and time. Bidders are required to register themselves at GeM Portal.
- 21.5 Bidders are required to upload the bid along with all supporting documents & priced part on GeM Portal only.
- 21.6 Bidder is advised to download & utilize the available information/documents/ resources under <https://gem.gov.in> for activities like Registration, obtaining User ID & Password, uploading & submission of e-bids etc. Bidders are advised in their own interest to carefully go through Instructions for Etendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.
- 21.7 All those bidders who have not complied with the above registration requirements will not be eligible to bid. Request for extension in due date of submission of bids due to non-registration or delayed registration in GeM portal shall not be entertained.
- 21.8 The vendor registration on GeM Portal is a very user friendly process. However, in case of any doubt, the vendor may contact the GeM Helpdesk. In the event of failure in bidder's connectivity with EIL/GeM Portal during the last few hours on account of any problem and they are likely to miss the deadline for bid submission in such a case no request for extension in bid due date shall be entertained. In view of the same, bidders are advised to upload their bid in advance.
- 21.9 The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.
- 21.10 The bid shall be submitted by uploading relevant document in the GeM website.
- 21.11 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award.
- 21.12 Unsolicited bids received from the bidders who were not issued the bids received from such bidders shall be rejected.



## **22.0 DEADLINE FOR SUBMISSION OF BIDS**

- 22.1 Bidders shall submit their bids electronically in the e-tendering portal, within the date and time specified in the BDS.
- 22.2 Bid Security (wherever applicable) in accordance with ITB 19.0, in original, must be received by EIL at the address and within the period specified in NIT/IFB/ITB from the date of opening of technical bid in accordance to ITB 11.1.2.
- 22.3 OWNER / EIL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 7.0 of ITB, in which case all rights and obligations of OWNER / EIL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## **23.0 LATE BIDS**

- 23.1 E-tendering system shall be close immediately for submission of bid, after the deadline for submission of bid. Any bids being submitted in physical form (other than Part-III of Bid) shall not be considered for opening / evaluation / award and will be returned to such bidders.
- 23.2 In the event the Bid Security in original, in accordance with ITB 22.2, are not submitted within the deadline, the bids shall be declared late and shall not be considered for further evaluation notwithstanding the fact that the bid has been submitted in electronic form within the deadline. However, in case of exemption from submitting Bid Security under MSE/PSU/JVs of IOCL as per ITB 19.2, then bidder shall submit the copy of documentary evidence as per ITB 19.2.



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## **24.0 WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS**

- 24.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.
- 24.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.



## **25.0 BID OPENING**

- 25.1 Wherever Bid Security is applicable, EIL shall verify the availability of requisite scanned copy of BID SECURITY/ documentary evidence of exemptions from submission of Bid Security under Government organizations / MSE / PSU / JV of IOCL (if applicable). Techno-commercial e-Bid of those bidders shall be considered for opening, who have uploaded the requisite Bid Security in e-tendering Portal.
- 25.2 OWNER / EIL shall open Part-I of all bids received in the e-tendering portal except the cases where scanned copy of BID SECURITY / documentary evidence of exemptions from submission of Bid Security under MSE / PSU / JV of IOCL (if applicable) not uploaded.
- 25.3 The order of part wise opening of bids shall be as follows;
- (i) On scheduled date and time of UNPRICED bid opening,
    - (a) Scanned copy of BID SECURITY / documentary evidence of exemptions from submission of Bid Security under Government organizations / MSE / PSU / JV of IOCL (if applicable).
    - (b) Up on meeting the requirement of Bid Security as per Clause 19.0 of ITB (wherever applicable) , Opening of documents of Part–I, submitted in electronic form shall be processed on the e- Procurement module of the e-tendering portal.
    - (c) If a bidder has not complied with Bid Security requirement (b) above, such bidder's offer (Part-I) is not proceeded for further opening and rejected out rightly.
  - (ii) Supplementary opening for original Bid Security shall be done after seven working days from the date of opening of technical bid.
  - (iii) Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by OWNER / EIL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

## **E EVALUATION AND COMPARISON OF BIDS**

### **26.0 CONFIDENTIALITY**

- 26.1 A bidder may seek clarification regarding the Enquiry Document provisions, bidding process and / or rejection of his bid. OWNER / EIL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 26.2 Any attempt by a bidder to influence OWNER / EIL in the evaluation of the bids or award decisions shall render their Bid liable for rejection.
- 26.3 Notwithstanding Clause 26.2 of ITB, from the time of bid opening to the time of placement of Order, if a bidder wishes to contact OWNER / EIL on any matter related to the bidding process, it shall done so in writing only.

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**27.0 ZERO DEVIATION: - Not Applicable**

**28.0 DETERMINATION OF RESPONSIVENESS**

28.1 OWNER / EIL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 11.0 of ITB.

28.2 A responsive bid is one that meets the requirements of the Enquiry Documents without deviation (except permissible deviations as per SPC), objections, Conditionality or reservations.

28.3 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

28.4 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-certificate in this regard.

Bidder who is found to be under court receivership or similar proceeding as per above declaration, then their offer shall not be considered for further evaluation.

**28.5 Prohibition on Direct or Indirect Import and Export from/to Democratic People's Republic of Korea.**

Bidder to comply the Notification No. 41/2015-2020 dated 21st March 2017 for Amendment in Para 2.17 of the Foreign Trade Policy 2015-20 on Imports and Exports to Democratic People's Republic of Korea. The Notification No. 41/2015-2020 dated 21st March 2017 is attached as Annexure-II to ITB.

28.6 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the Tender Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the TENDER document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non-responsive and rejected

**29.0 CLARIFICATION OF BIDS**

29.1 Bidders should ensure that the Bid submitted is responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, OWNER / EIL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. OWNER / EIL's request for clarification and the response shall be in writing.

29.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by OWNER / EIL in writing.

29.3 Any clarification submitted by a bidder that is not in response to a request by EIL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.

29.4 If a bidder does not provide clarifications of its bid by the date and time set in OWNER / EIL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

**30.0 EVALUATION OF TECHNO-COMMERCIAL BIDS**

- 30.1 Prior to price opening of bids, OWNER / EIL will determine whether each bid is accompanied with requisite documents;
  - 30.1.1 Fulfils the technical, financial and other requirements as specified in the Enquiry Document;
  - 30.1.2 Bid's responsiveness, in accordance with Clause 28.0 of ITB;
  - 30.1.3 Any other relevant factor, if any that OWNER / EIL deems necessary or prudent to be taken into consideration.
- 30.2 After opening of the techno-commercial (Unpriced) bids but before opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice after the issue of the tender enquiry.
- 30.3 OWNER / EIL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.
- 30.4 Bidders who are enlisted with OWNER / EIL are required to quote as per their capabilities registered with OWNER / EIL.
- 30.5 PRE-PRICE BID MEETING

IOCL reserves the right to conduct Pre-Price Bid Meeting.

No technical issues shall be raised / discussed by either side during Pre -Price Bid meeting. Based on discussions in the pre-price bid conference, deviations, if any, from tender terms and conditions shall be communicated in writing to all the bidders and they shall be asked to submit price implication when substantial changes are made after taking into account the modified terms and conditions including deviations, within stipulated period.

If a bidder takes any further deviations other than those agreed, while submitting the revised price bids, its bid shall be rejected outright without any reference. In case it is found after opening that any deviation is incorporated in the revised price bid, bidder is also liable to be placed on holiday for a period of one year for future tenders in IOCL after following the laid down policy in this regard.

Price implications received after the stipulated date are not to be considered. Bidders unable to comply with IOCL's terms and conditions including proposed deviations will be allowed to withdraw their bids.

**31.0 CORRECTION OF ARITHMETICAL ERRORS: Not Applicable**



**32.0 CONVERSION TO SINGLE CURRENCY: Not Applicable**

**33.0 EVALUATION AND COMPARISON OF PRICE BIDS**



- 33.1 OWNER / EIL shall compare the price bids based on the evaluation methodology and loading criteria, if any, provided in SPC to determine the lowest evaluated bid.
- 33.2 Conditional discount, if offered, shall not be considered for evaluation. However, the same shall be considered for ordering.
- 33.3 SUO-MOTO CHANGES IN PRICES

Suomoto price change: In case of any suomoto change in price, following shall apply:

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be rejected without offering any opportunity to the bidder to withdraw the same. Action regarding Holiday Listing may be taken. EMD shall be forfeited.	In case of suomoto price decrease: 1. Tender evaluation shall be done without considering suomoto decrease. 2. Ordering shall be done considering suomoto decrease.

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- 33.4 Preference to MSEs, if applicable as per BDS, shall be carried out to distribute the item / quantity as per Clause No. 34.0 of ITB.
- 33.5 **REVERSE AUCTION:(For Applicability, refer BDS)**  
*Reverse auction shall be conducted as per the provisions of GeM Bid Document.*
- 34.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES (MSEs) –**
- 34.1 Applicability of Preference to MSEs, shall be as per BDS.
- 34.2 The Detailed Policy shall be as per enclosed Annexure –VI.
- 34A OPPORTUNITY TO STARTUP'S AND MICRO & SMALL ENTERPRISES (MSE'S)**
- i Applicability of this clause, shall be as per BDS.
- ii The Detailed Policy shall be as per enclosed Annexure –VIA.
- 35.0 POLICY OF PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) (PPP-MII)**
- 35.1 Applicability of PPP-MII shall be as per BDS.
- 35.2 The Detailed Policy shall be as per enclosed Annexure –III.
- 35.3 EVALUATION AND AWARD PHILOSOPHY**
- 35.3.1 Bidder is hereby instructed that relevant documents and information pertaining to MSE and PPP-MII, which are necessary for availing the relevant benefits during evaluation, must be updated/ uploaded in the designated folder on GeM Portal.
- 35.3.2 Bidders to note that in spite of submission of such relevant documents in the ATC folder, they shall not be provided the applicable benefits during evaluation on GeM Portal in case they fail to adhere to the above instructions.
- 35.3.3 The “Class-I local supplier” / “Class-II local supplier” shall be required to indicate percentage of local content & details of the location(s) of the local value addition, and also provide self-certification (as per FORM-2 of Appendix – III to ITB)/ certificate from the Statutory Auditor or Cost Auditor or Practicing Cost Accountant or Chartered Accountant (as per FORM-3 of Appendix – III to ITB), as applicable, depending on the value of procurement.
- 35.3.4 While evaluating the Bids, for price matching opportunities, and/ or distribution of quantities/ Parts (wherever applicable) amongst Bidders, purchase preference shall be given as per following order of precedence:
- a. Purchase preference to MSE Bidders over Class-I local supplier under PPP-MSE, 2012
- b. Purchase preference to 'Class-I local supplier' over 'Class-II local supplier' as well as 'Non-local supplier'
- 35.3.5 Purchase preference' means the opportunity given to “MSE bidder” or “Class-I local supplier” for matching the Price of L1 Bidder, despite its Price being not the lowest valid Price Bid (i.e. not L1) but because it is within the margin of purchase preference prescribed as follows:
- a. As per PPP-MSE policy 2012 : 15% of L1 price
- b. As per PPP-MII policy 2017 : 20% of L1 price
- 35.3.6 In case where quantity against a line item cannot be split or items with single quantity or in grouped item, the complete line item/ group shall be awarded on PPP-MSE/ PPP-MII compliant bidder within the price range of L1 bidder’s evaluated price (as defined above), subject to their matching L1 bidder’s price.
- 35.3.7 If Micro or Small Enterprise select both preference options i.e. PPP-MSE, 2012 and PPP-MII, 2017, in such cases, preference shall be as per order dated 18.05.2023 attached with Annexure-III of ITB.
- 35.3.8 The evaluation as done by GeM Portal shall be final and binding.

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**36.0 PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS, 2019 (DMISP)**

- 36.1 Applicability of Preference to domestically manufactured iron and steel products, shall be as per BDS.
- 36.2 Bidder shall submit an affidavit of self-certification on Rs. 100/- stamp paper (duly notarized), regarding domestic value addition in iron & steel products/ capital goods, as per format enclosed with the policy for providing Preference to Domestically Manufactured Iron & Steel Products (DMI&SP) in Government Procurement, enclosed with the Bidding Document. Failure to do the above shall render the bid liable for rejection.

However, in case of stockiest / package, bidders expressing their inability to furnish this affidavit from Indian manufacturers at bidding stage, bidders may submit this affidavit after placement of order. However, an undertaking to submit affidavit shall be submitted by bidder along with the bid.

- 36.3 The Detailed Policy shall be as per enclosed Annexure –IV.

**36A Domestically Manufactured Electronic Products (DMEP):**

- i Applicability of this policy, shall be as per BDS.
- ii The Detailed Policy shall be as per enclosed Annexure –VIII.

**37.0 NEGOTIATION**

- 37.1 Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL/ EIL reserves the right to conduct negotiations. Bidders should quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.

**38.0 PURCHASE PREFERENCE IN CASE WHERE NEGOTIATION IS ALSO REQUIRED**

- 38.1 In case purchase preference is applicable, but negotiation is to be conducted with L1 bidder, negotiation shall be carried out. MSE and/or LC-complied bidder shall be offered to match the negotiated prices (even if, post negotiation, they are higher by more than 20% (for PPLC) / 15% (for MSE) as compared to L1 bidder provided they were within 20% (for PPLC)/ 15% (for MSE) of L1 bidder as per original quoted prices) and left out quantity, if any, as per provisions of enquiry document shall be awarded to that bidder.”



**39.0 OWNERS / EIL’S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

- 39.1 IOCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for IOCL’s action. IOCL reserves the right to award to any bidder (other than the lowest bidder) without assigning any reason.



**40.0 RESTRICTIONS FOR BIDDERS FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**

- 40.1 Any Bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt of India. The registration should be valid at the time of submission of bids and at the time of acceptance of bids.

- 40.2 “Bidder” (Including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

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- 40.3 “Bidder from a country which shares a land border with India” for the purpose means:
- An entity incorporated, established or registered in such country; or
  - A subsidiary of an entity incorporated, established or registered in such country; or
  - An entity substantially controlled through entities incorporated, established or registered in such country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 40.4 The beneficial owner for the purpose of 40.3 above will be as under
- In case of a company or Limited Liability Partnership, the beneficial owner is the nature person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.  
Explanation -
    - “Controlling ownership interest “means ownership of a entitlement to more than twenty five percent of shares or capital or profits of the company;
    - Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a Trust, the identification of beneficial owner(s) shall include identification of the author of the Trust, the Trustee, the beneficiaries with fifteen percent or more interest in the Trust and any other natural person exercising ultimate effective control over the Trust through a chain of control or ownership.
- 40.5 An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- 40.6 The successful bidder shall not be allowed to sub-contract works to any Contractor from a country which shares a land border with India unless such a contractor is registered with the Competent Authority as mentioned above.
- 40.7 In connection with the above provisions/requirements, the Bidder shall furnish an Undertaking/Certificate in the standard Format attached as Annexure-V to ITB. If such Undertaking/Certificate given by a Bidder whose bid is accepted is found to be false, that would be a ground for immediate termination of the Contract and further legal actions in accordance with Law.

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40.8 Notwithstanding anything contained therein, it is clarified that said restrictions will not apply to bidders from those Countries (even if sharing a land border with India) to which the Govt. of India has extended lines of credit or in which the Govt. of India is engaged in development projects. Updated list of Countries to which lines of credit extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.

**41.0 BIDDERS UNDER INSOLVENCY OR LIQUIDATION OR BANKRUPTCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE. 2016**



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

- (a) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy, Code 2016
- (b) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.
  - It will be responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the code.
  - If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by IOCL.
  - IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
  - IOCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
  - **A Declaration / Undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid.**

**42.0 INFORMATION REQUIRED FROM FOREIGN SUPPLIERS/ CONTRACTORS/ CONSULTANTS**

42.1 It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case their receipts are subject to tax deduction at source in India:

- (a) PAN Number as per the Indian Income Tax requirements failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.
- (b) Tax Residency Certificate (TRC) containing prescribed particulars as per the format enclosed elsewhere in the Enquiry Document from the Government of foreign country in order to claim the benefits of Double Taxation. Avoidance Agreement (DTAA) as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax @25% will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non- resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.
- (c) In additional to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form number 10F (enclosed in "Bid\_Document.xls"). Form 10F has to be signed & verified by the assessee himself.

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- 42.2 If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder.
- 42.3 However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.
- 42.4 The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.

## **F AWARD OF CONTRACT**

### **43.0 AWARD CRITERIA**

- 43.1 Pursuant to clause no. 33.0 and Clause 38.1 of ITB, the EIL/ IOCL shall place Order to the bidder(s) who has (have) been determined to be the lowest successful bidder(s) for item(s) / Group(s) of MR as per the item wise / Group-wise ordering philosophy defined in MR / BOQ. However, if in the opinion of EIL/ IOCL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, EIL/ IOCL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by EIL/ IOCL shall provide the analysis of rates/break-up of amount quoted by him for any or all items of BOQ to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price(s).



### **44.0 NOTIFICATION OF AWARD**

- 44.1 Prior to the expiration of the period of bid validity, the OWNER / EIL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter [hereinafter "**Fax of Acceptance (FOA)/ Purchase Order (PO)**"/and in **GeM called "Contract"**] shall specify the sum that the owner will pay the Supplier in consideration of the execution and completion of the Supply/Works. The notification letter will constitute the formation of the contract.
- 44.2 The Delivery Schedule shall commence from the date of notification of award / Letter of Acceptance (LOA). LOA will contain price, delivery and other salient terms of bid and Tender Document. Bidder will be required to confirm receipt of the same by returning "Copy of the LOA" duly signed and stamped as a token of acknowledgement/Acceptance within a maximum of 7 days, failing which the same shall be deemed as accepted. On receipt of acknowledgement without any deviation / condition, detail Purchase Order will be issued. The same shall be returned duly signed and stamped by the bidder as a token of acknowledgement/Acceptance.

### **45.0 ONLINE MONITORING OF PROCUREMENT, ENGINEERING AND MANUFACTURING STATUS**

- 45.1 "Supplier / Vendor shall have facility (website / FTP server) for online monitoring of procurement, engineering and manufacturing status (schedule vs. actual) of the ordered equipment on daily basis at their works / office. Supplier / Vendor shall provide access to Owner to such facility for monitoring the said progress status online through internet browser on their website / FTP server from Owner's office.
- 45.2 Format for procurement, engineering and manufacturing status monitoring shall be submitted by the Supplier during kick off meeting or within one week of receiving FOA/LOA, whichever is earlier. However, Supplier / Vendor shall start updating procurement, engineering and manufacturing status (schedule vs. actual) as stated above, beginning within 2 weeks from FOA/LOA."



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**46.0 SAFETY PROCEDURES AND PRACTICES:**

**46.1 PENALTIES FOR VIOLATION / NON-ADHERENCE OF SAFETY PROCEDURES AND PRACTICES**

For execution of Purchase Orders involving site work based on the job requirements, all security/ safety rules/ regulation/ statutes as prevailing at work site at the time of execution of the job will have to be strictly complied with. All safety equipment like fire hoses, fire extinguishers, safety belts, safety shoes, safety helmets etc. are to be provided by the successful bidder to its site personnel. In the event of any damage or loss or sufferance caused due to non-observance of any such rules/ regulations, the bidder shall be solely responsible for the same and shall keep IOCL indemnified against all such claims or losses arising out of the same. Penalties shall be imposed for violation of safety norms as under, in addition to Holiday Listing if deemed fit by IOCL.

- I. For violation of applicable Safety, Health and Environment related norm, a penalty of Rs.5000/per occasion.
- II. Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000) per injury in addition to Rs.5000 / per occasion as in item-I.
- III. Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000) per fatality in addition to Rs.5000/per occasion as in item-I.

All labour law/ statutes/ rules/ regulations including minimum wages act, employees state insurance, payment of bonus act, employees provident fund, contract labour law etc. are to be strictly complied with. Bidder will be solely responsible for any claim/ liability arising due to/ on account / consequent to the workmen engaged by him. Bidder shall keep IOCL indemnified against all such claims of whatsoever nature.

Bidder at its own expenses shall take out workers compensation insurance to cover any claim that may be made by bidder's employees and/ or their heirs and dependents alleging bodily injuries sustained or death suffered by employees as a result of or in connection with the performance of any bidder's obligations under this agreement and will hold IOCL and its employees and representatives harmless from any and all such claims. Bidder's insurance policy shall include a waiver clause as to any insurer's actions against IOCL, its employees and representatives.

The vendor should be 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.

The bidder shall keep IOCL both during and after the term of agreement, fully & effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands and costs & claims, including but not limited to, legal fees & expenses, suffered by IOCL or any third party for such losses, damages, injuries or death as the result of a wrongful action, negligence or violation of the job site regulations by the bidder or its subcontractors or the personnel or agents or either of them.

**46.2 SAFETY PROCEDURES AND PRACTICE FOR CHEMICALS ETC**

For hazardous chemical/item, all precautionary measure as per regulation from the point of transportation/ handling/ storage/ safety/ health/ environment to be undertaken/ specified before dispatch. During dispatch, proper symbol for the hazard/ MSDS/ Batch No./ date of manufacturing/ Gross Weight/ Net Weight/ shelf Life etc are to be written/ printed/ pasted on the body of the packing

**46.3 SAFETY PRACTICES IN MATERIAL DISPATCH**



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Refinery being sensitive establishment from fire and safety point of view therefore vehicle shall be allowed in battery area only equipped with fire extinguisher and spark arrestor. The personal entering Refinery area shall be equipped with PPEs. Site work safety to be ensured by complying with safety norms.

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.

Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to IOCL site.

Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at IOCL site. This shall enable CISF at IOCL site to allow them inside Refinery/ Naphtha Cracker due to security reasons and avoiding any hassles at IOCL Gate. In case of non-availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. may not be allowed in Refinery.

### 47.0 CONTACTING IOCL REPRESENTATIVE

- 47.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact IOCL for any matter relating to the bid, it should be done in writing.
- 47.2 Any effort by a bidder to influence IOCL in any manner in respect of bid evaluation or award will result in the rejection of that bid.
- 47.3 **Advise IOCL of any questions as quickly as possible and in any event no later than five working days prior to the Closing Date for submission of Bids.**

INTEGRITY PACT

Dated:

Indian Oil Corporation Limited

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Tender No.: \_\_\_\_\_ for \_\_\_\_\_

Dear Sir,

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of \_\_\_\_\_ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note- One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).

**(To be executed on plain paper and submitted along with Technical Bid for tenders having a value of Rs.10 Crore or more. For IOCL, to be signed by the same signatory who is competent/authorized to sign the relevant Contract)**

( \_\_\_\_\_ Division)

Tender no. : \_\_\_\_\_

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2008

BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

..... (name and address of the Individual/firm/Company/consortium members through \_\_\_\_\_(mention details of duly authorized signatory).hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

**Preamble**

WHEREAS the Principal/Owner has floated a tender (Tender No.: \_\_\_\_\_) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEMs), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

**Article 1: Commitment of the Principal/Owner**

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of

competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as **Annexure A**.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Article 3: Disqualification from Tender Process and Exclusion from Future Contracts**

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner.

Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.

2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

#### **Article 4-Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(/Contractor(s):

- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

#### **Article 5- Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.



- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

#### **Article 6- Equal Treatment of all Bidders/Contractors/Subcontractors**

- 1) The Bidder(s)/Contractor(s) has to undertake from all Subcontractors a commitment in conformity with this Integrity Pact. It shall be the responsibility of the Principal Contractor to ensure adoption of/conformity to IP by the Sub-Contractor. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/ Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact, between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

#### **Article 7 -Independent External Monitors (IEMs)**

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.

- 3) The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor, as and when required. The Contractor will also grant the IEMs, upon their request and demonstration of valid interest, unrestricted and unconditional access to his or any of his sub-Contractor's project documentation. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. For this purpose, IEMs are required to sign Non-Disclosure Agreement along with Declaration of No Conflict of Interest at the time of appointment as IEMs. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 4) As soon as the IEMs notice, or believe to notice, a violation of this Pact, they will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations.
- 5) The IEMs will submit a written report to the Chairman, Indian Oil Corporation Limited within thirty days from the date of reference or intimation to them by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 6) If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner

#### **Article 8- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, IOCL.

### **Article 9-Other Provisions**

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a Partnership Firm, IP is required to be signed by all the Partners. If the Bidder is a Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/ members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

### **Article 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed

to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_

(For and on behalf of Principal/Owner)

\_\_\_\_\_

(For and on behalf of Bidder/Contractor)

WITNESSES:

L

\_\_\_\_\_

(signature, name and address)

2.

\_\_\_\_\_

(signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.

Ref :

Dated:

To,

-----  
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Sub: Tender no. \_\_\_\_\_ for \_\_\_\_\_ Project of M/s IOCL

Dear Sir,

**Declaration by Indian Oil Corporation Limited**

We, the consultant, on behalf of Indian Oil Corporation Limited (IOCL) hereby declares that IOCL has signed an MOU dated 18th January 2008 with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The said MOU can be accessed at the IOCL website i.e. <http://www.iocl.com/Aboutus/DraftMOU.pdf>

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Corporation.

Yours faithfully,  
For and on behalf of Engineers India Limited

General Manager (SCM)

(To be published in the Gazette of India Extra Ordinary Part-II, Section-3, Sub section (ii))

Government of India  
Ministry of Commerce and Industry  
Department of Commerce  
Directorate General of Foreign Trade  
Udyog Bhawan

NOTIFICATION No. 41/2015-2020  
New Delhi, Dated: 21 March, 2017

**Subject:- Amendment in Para 2.17 of the Foreign Trade Policy 2015-20 on Imports and Exports to Democratic People's Republic of Korea**

S.O.(E) in exercise of the powers conferred by Section 5 read with Section 3(2) of the Foreign Trade (Development & Regulation) Act, 1992, as amended, read with Para 1.02 and Para 2.01 of the Foreign Trade Policy, 2015-2020, as amended from time to time, the Central Government hereby makes the following amendment in the Foreign Trade Policy, 2015-2020 with immediate effect:

1. Paragraph 2.17 of the Foreign Trade Policy 2015-20 stands substituted as follows:-

**"2.17 Prohibition on Direct or Indirect Import and Export from/to Democratic People's Republic of Korea**

A. Direct or indirect export and import of following items, whether or not originating in Democratic People's Republic of Korea (DPRK), to/from, DPRK is 'Prohibited':

- (i) All items, materials, equipment, goods and technology as set out in the following UNSC and IAEA documents:
  - a) S/2006/853\* and S/2006/853/Corr.1;
  - b) S/2009/364;
  - c) Annex- III of S/RES/2094(2013);
  - d) Committee decision of July 16, 2009 (S/2009/364) and resolution 2094(2013);
  - e) Annex-A to INFCIRC/254/Rev.12/Part1;
  - f) Annex to INFCIRC/254/Rev.9/Part2;
  - g) S/2014/253;
  - h) S/2016/308;
  - i) S/RES/2321(2016) and
  - j) Any other item as determined by Central Government, which could contribute to DPRK's nuclear-related, ballistic missile-related or other weapons of mass destruction related programmes;
- (ii) Any battle tanks, armoured combat vehicles, large calibre artillery systems, combat aircraft, attack helicopters, warships, missiles or missile systems as defined for the purpose of the United Nations Register on Conventional Arms or related materiel including spare parts, as well as: all arms and related materiel, including small arms and light weapons and their related materiel.

**B. Direct or indirect export of following items to DPRK is 'Prohibited':**

- (i) Luxury goods including, but not limited to, the items specified in Annex-IV of S/RES/2094(2013), Annex-IV of S/RES/2270(2016); and Annex-IV of S/RES/2321(2016);
- (ii) Aviation fuel, including aviation gasoline, naphtha-type jet fuel, kerosene-type jet fuel, and kerosene-type rocket fuel subject to the provisions of Paragraph 31 of UNSC Resolution 2270 (2016) and paragraph 20 of UNSC Resolution 2321 (2016); and
- (iii) New helicopters and vessels, except as approved in advance by the Committee on a case-by-case basis.

**C. Direct or indirect import of following items, whether or not originating in Democratic People's Republic of Korea (DPRK), from DPRK is 'Prohibited':**


- (i) Coal, iron, and iron ore, subject to the provisions of Paragraph 26 of UNSC Resolution 2321(2016);
- (ii) Gold, titanium ore, vanadium ore, and rare earth minerals;
- (iii) Statues, except as approved in advance by the Committee on a case-by-case basis and
- (iv) Copper, nickel, silver and zinc.

**Explanation:**

- a) IAEA refers to the International Atomic Energy Agency;
- b) UNSC refers to the United Nations Security Council;
- c) Committee refers to "Committee" of the United Nations Security Council set up in terms of Paragraph 12 of the United Nations Security Council Resolution 1718 (2006) and Paragraph 39 of 2321(2016).

**2. Effect of this notification:**

This notification seeks to update the Foreign Trade Policy, 2015-2020 to account for current UN Security Council Resolutions concerning Democratic People's Republic of Korea (DPRK) up to Resolution 2321(2016) of 30<sup>th</sup> November 2016.

  
Ajay Kumar Bhalla  
Director General of Foreign Trade  
E-mail: dgft@nic.in

[Issued from File No. 01/91/180/991/AM07/PC-III/EC]

Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated: 26<sup>th</sup> March, 2021

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IPE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Public Procurement (Preference to Make in India) Order, 2017-reg.**

Sir/ Madam,

I am directed to refer to this Ministry's letter of even number dated 26.04.2022 on the above mentioned subject.

2. In this regard, it is stated that the sector specific relaxation granted under para 2(b) of aforementioned letter, has been reviewed in the Ministry and it has been decided that scope of this relaxation shall be limited to the items (list enclosed) to be installed/ operated in flammable environment of oil and gas process industry.

3. This issues with the approval of Hon'ble Minister, P&NG.

Yours faithfully

Kala  
(Kala) 26/3/24

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

**Copy to:**

- a. PS to Hon'ble Minister, P&NG
- b. PS to Hon'ble MoS, P&NG
- c. PPS/ PS to Secretary, P&NG
- d. PPS/PS to AS&FA/ AS, MoPNG
- e. PPS/ PS to JS (E & BR)/ JS(GP)/ JS (M& OR)/ JS (IC)/ JS (G)/ JS (IFD)/ DDG, MoPNG
- f. Technical Director, NIC: with a request to upload the letter on MoPNG website

**Copy for information to,**

Secretary, DPIIT



Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

Copy to:

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPIIT

**Items specifically to be used in flammable environment of oil and gas process industry in which value addition through services such as transportation, insurance installation, commissioning, training and after sales service support like AMC/CMC shall be continued to be conserved while computing Local Content:**

Sl.	Items Category of procurement
1	<b>Instrumentation items</b> like DCS/ ESD/ PLC, Emission Monitoring System, Machine Monitoring System, Condition Monitoring System, Fire Detection & Alarm System, Gas & Liquid Metering Systems, Mass Flow Meter, Process Analysers, Ultrasonic flowmeter, Anti surge & Governor Control system, Master control station for MOVs, Actuators, Transmitters, Radar gauges, multi-spot temperature sensors, Batch Controller unit, Additive blocks, Hydrocarbon detectors, Field instruments like Radar Gauges, Nucleonic gauges, Servo level gauging, Hydrastep, SMART Positioner in control valves, Multi point Reactor Thermocouple, Flame scanner, Viscosity cum Density meter, High Pressure/Temperature Special type valves, IS Test Equipment, Flare flow meter, Tank Farm Management System, Loading Automation System, Gas Detection System, Corrosion Monitoring System, Wireless Instrumentation, Surge Relief Valve Skid, Meter Provers, Pipeline Leak detection system (Negative Pressure wave type) etc
2	Equipment involved in drilling, completion, testing and production of oil and gas wells, Electronic carousel, Safety Relief valves, Compressors, turbines and blowers, heat ejectors, exchangers, condensers where SITC and / Expert Supervisory Services are involved, Equipment for which Life Cycle cost evaluation is done considering AMC/CAMC etc.
3	Electrical Equipment like Flameproof Plant Communication system, GIS (Gas Insulated Switchgear), Numerical Relays, Flameproof and/or explosion proof CCTV, Synchronous Machines, TETRA System etc
4	Laboratory and R&D Equipment like Gas Chromatographs, Spectrometers, Analytical equipment, Automatic liquid sampler, Dry colorimetric (tape) detectors: Mercury Free PVT Equipment; HT-HP Corrosion cell; Wheel Test Machine; Atmospheric and HT-HP- Consistometer; Ultra Sonic Cement Analyzer / HT-Ultra Sonic Cement Analyzer; Compressive strength tester; Stirred fluid loss apparatus; Total Sulfur analyzer; Colony counter; Laminar flow systems; Microscope with digital camera; Anaerobic Chamber; RockEval; TOC analyser; Simdist analyser; Cold Finger test apparatus; Microcoulometer; Atomic Absorption Spectrometer; High Performance Ion Chromatograph; Permeameter; Helium Porosimeter; Laser Scattering Particle Size Distribution Analyser; Microscope high magnification; Flame Photometer; U.V.- Visible Spectrophotometers; EP Lube tester; Differential sticking tester; Electrical stability Meter; Stemi-2000 microscope/ equivalent; Core Gama Logger; Energy Dispersive Spectrometer; Thin Section Machine; X-Ray Diffractometer; Wettability tester; Ambient Resistivity System; Flouroscope; Spin Drop Tensiometer; Fluid Eval; Mercury Inclusion Porosity meter; Tri-Axial test machine; Smoke point detector; Vitrinite Reflectance VRo Microscope; Curing Chamber/ HT curing chamber; Source Rock Pyrolyser with Sulphur/ without sulphur; NGA Gas Analyzer Flash Point Apparatus/ automatic; Compressive Strength Analyser; HT-HP Curing Chamber; Crush resistance test equipment; Manual Dry bath pore point Apparatus; Bench Type Dissolved Oxygen meter; Bench Type GRAIN Moisture meter; Rotational Viscometer; Capillary pressure instrument; Core Plugging Machine; Core Trimming machine; HP-HT filter press; BENCH TOP DENSITY METER; HP-HT ROLLER OVEN with AGING CELLS; Crude Oil Analyser; Static Gel Strength analyser; Oilwell cement Mechanical properties analyser; Poroperm; Acoustic velocity system; Auto Saturator; Porosimeter cum permeameter; Rock Testing System; Auto Core Saturator; Auto Imbibimeter for reverse permeability; Proppant Conductivity Tester etc

5	Pipeline Intrusion and Detection System (PIDS), SCADA & APPS system; Rim seal protection system. Chemical Treatment program which involves supply of Process chemicals, Dosing & monitoring the parameters etc
6	<b>Geophysical Services</b> Seismic Data Acquisition System; VSP Data Acquisition System; Field Processing Unit; Geophysical equipment (non-Seismic including Gravity Magnetic, MT, EM etc.); Seismic Data Processing Software ; Seismic Data Interpretation Software ; Hydrocarbon Reservoir Software ; Seismic Data Archival Software ; Petro -Physical Software
7	<b>Geophysical Equipment</b> Field Processing Unit, Global Navigation Satellite System, Specialised Geological Lab Equipment, Seismic Data Acquisition System, Seismic Data Processing/ Imaging Software, Tape Drive Unit, VSP Data Acquisition System, VSP Processing Software; High-End Servers for G&G Applications. HPCC Solution; Virtualization and Container Software
8	<b>Logging Services</b> Logging unit, equipment and tools rated for hostile HPHT environment (Temperature > 300°F & Pressure > 10,000 psi).

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**No.: FP-20013/24/2017-FP-PNG (E-17013)**  
**Government of India**  
**Ministry of Petroleum and Natural Gas**  
**(Flagship Programme Cell)**

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Shastri Bhawan, New Delhi  
Dated 21<sup>st</sup> August, 2024

To

1. Chairman, IOCL
2. C&MD, ONGC/ BPCL/ HPCL/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, CPCL/ NRL/ MRPL/ BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, OISD
8. ED, CHT
9. Director, RGIPT/ IIFE
10. Secretary, PNGRB
11. CEO & MD, ISPRL

**Subject: Revised Public Procurement (Preference to Make in India) Order, 2017-  
regarding**

Sir/ Madam,

I am directed to forward revised Public Procurement (Preference to Make in India) Order, 2017 dated 19.7.2024 issued by Department for Promotion of Industries and Internal Trade (DPIIT), for information and necessary action.

Yours faithfully

*Kala*  
(Kala)<sup>21/8/24</sup>

Under Secretary to the Govt. of India  
Tel.: 011-23381029

Encl.: as above

**Copy to:**

- a. PPS/ PS to Secretary, P&NG
- b. PPS/ PS to AS&FA/ AS, MoPNG
- c. PPS/ PS to JS (G)/ JS(M&OR)/ JS (GP)/ JS (IC)/ JS (IFD)/ DDG, MoPNG

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Vanijya Bhawan, New Delhi  
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017-  
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:  
'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

**Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

- c. 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. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, 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. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4A. Exemption In sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. Reciprocity Clause**
  - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. may consider any other issue relating to this Order which may arise.

18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashpdpiit@gov.in

**Government of India**  
**Ministry of Petroleum and Natural Gas**  
**(Flagship Programme Cell)**

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Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIIB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

**Copy to:**

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

**Copy for information to:**

Secretary, DPIIT

No. P-45021/2/2017-PP (BE-II)  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Udyog Bhawan, New Delhi  
Dated: 16<sup>th</sup> September, 2020

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017– Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019 and Order No.P-45021/2/2017-B.E.-II dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 16.09.2020 effective with immediate effect.

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**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:

*'Local content'* means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

*'Class-I local supplier'* means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

### **3. Eligibility of 'Class-I local supplier' / 'Class-II local supplier' / 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

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### 3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

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- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders -**  
In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
- d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher

.....Contd. p/5

percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier/' 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier/' 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. The 'Class-I local supplier/' 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier/' 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier/' 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

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- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

**d. Reciprocity Clause**

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

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- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. **Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade—Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member  
Joint Secretary (Public Procurement), Department of Expenditure—Member  
Joint Secretary (DPIIT)—Member-Convenor

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The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

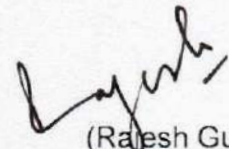
**17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

**18. Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

**19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

**20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



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Director

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**OFFICE MEMORANDUM**

**Subject: Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.**

The undersigned is directed to refer two Preferential Procurement Orders mandated for the Public Procurement in India, namely:

- i. Public Procurement Policy for Micro and Small Enterprises (MSEs) Order dated 23.03.2012 (PPP-MSE Order) issued by Ministry of Micro, Small and Medium Enterprises (MoMSME) in exercise of the powers conferred in Section 11 of the MSME Development Act, 2006. (Last revised on 09.11.2018)
- ii. Public Procurement (Preference to Make in India) Order, 2017 (PPP-MII order), under Rule 153(iii) of the General Financial Rules (GFRs) 2017, approved by the Cabinet. Implementation of this PPP-MII order is monitored by Department for Promotion of Industry and Internal Trade (DPIIT). (Last revised on 16.09.2020.)

2. It has been brought to the notice of this Department that concurrent application of these two orders are creating confusion to the procuring entities and different procuring entities interpret them differently. In order to bring predictability both to the procuring entities as well as bidders, following guidelines are being issued.

**Guidelines**

3. The Class-I local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

<b>Category</b>	<b>Terminology</b>
Supplier is both MSE & Class-I local supplier.	"MSE Class-I local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class-I local.	"Non-MSE non-Class-I local supplier"

4. The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-I local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP- MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items, only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non-local suppliers, including MSEs which are Class-II local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs as per PPP-MSE Order:* These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "MSE non-Class-I local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- (i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.
- (ii) L-1 is "Non-MSE but Class-I local supplier" - Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.
- (iii) L-1 is "MSE but non-Class-I local supplier" - Purchase preference is to be given to Class-I local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.
- (iv) L-1 is "Non-MSE non-Class-I local supplier" - Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter, purchase preference is to be given to Class-I local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs

above” as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

- c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:
- (i) L-1 is “MSE Class-I local supplier” - Contract is awarded to L-1.
  - (ii) L-1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15% margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier”. If lowest quoting “MSE Class-I local supplier” does not accept the L-1 rates, the next higher “MSE Class-I local supplier” falling within 15% margin of purchase preference is to be given purchase preference and so on.
  - (iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e. L-1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:
    - A. L1 is “MSE but non-Class-I local supplier” or “Non-MSE but Class-I local supplier” – Contract is awarded to L1.
    - B. L1 is “Non-MSE non-Class-I local supplier” - First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept - purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept – contract to be awarded to L-1.
- d) *Items reserved for both MSEs and Class-I local suppliers:* These items are reserved exclusively for purchase from MSEs as well as Class-I local suppliers. Hence, only “MSE Class-I local supplier” are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

  
(Kanwalpreet)  
Director

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To

1. Secretaries of all Central Government Ministries/ Departments.
2. Secretary Department of Public Enterprises with a request for issuing suitable instructions to all Central Public Sector Enterprises in this regard.

**Example explaining applicability in scenario explained in para 4 c (a)(iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

**Item** – Desktop computer

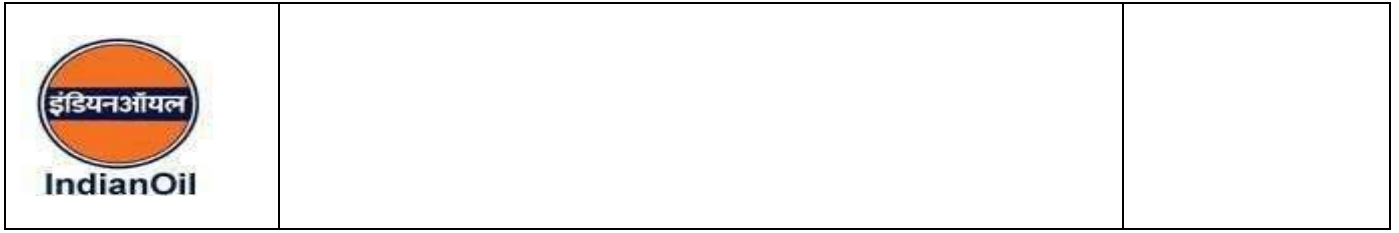
**Qty** – 50 Nos.

**Details of bids received**

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non- Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non- Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non- Class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e. 12.5 Nos. (rounded off to the next whole number say 13 Nos). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preference to match L1 price i.e. Rs. 100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 – 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos i.e. 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e. price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e. bidder "D", may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e. 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e. Bidder "A", who is L-1 in the example.

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**Form-1**

**Declaration Form for availing Purchase Preference**

Sr. no.	Parameter	Declaration	Remarks
1	We confirm that our offer is achieving the minimum local content target as per PPP-MII order 2017 and amendments thereof (enclosed elsewhere in the bidding document) and the requisite Undertaking along with supporting certificate (if required) is submitted in Unpriced Bid	Yes / No	
2	Whether bidder is an MSE bidder?	Yes/ No	If yes- Necessary documents to be attached along with unpriced part of the bid.

**Note:**

a) The bidder claiming the PPP-MII benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:  
 The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid along with Statutory Auditor's Certificate (if required) as stated in the said Policy in this Tender Document.

**Bidder's signature: \_\_\_\_\_ (With Seal/ Stamp)**

**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 **PPP-MII 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.

**UNDERTAKING (to be submitted on Company's Letterhead)**

E-tender ID - .....

Certification by the bidder

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

1. 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 **PPP-MII 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)**

**Certification by the statutory auditor / Chartered Accountant of the bidder**

We, \_\_\_\_\_, a CA firm having our registered office address \_\_\_\_\_ and certificate number \_\_\_\_\_ certify that we are statutory auditor/ Cost Auditor (tick whichever applicable) of the Company M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_.

OR

We, \_\_\_\_\_, a CA firm having our registered office address \_\_\_\_\_ and certificate number \_\_\_\_\_ certify that statutory auditor is not mandatory for the company M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_ as per prevailing law and we are practicing Chartered Accountant, not being an employee / Director and not having any interest in the company.

We have understood the provisions of **PPP-MII order,2017 and amendments thereof**, enclosed in the above bidding document.

We hereby confirm that our offer is achieving the local content of

- a. minimum 50%
- b. 20% <= LC < 50%
- c. LC < 20%


**(Tick whichever is applicable.)**

**(Statutory auditor / Chartered Accountant of the bidder)**

**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.

- i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- iii. Statutory auditors in case of a company (as stated in said Policy in this Tender Document)



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## DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS


### POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS IN GOVERNMENT PROCUREMENT- REVISED, 2019 (<https://steel.gov.in/policies/policy-providing-preference-domestically-manufactured-iron-and-steel-product-govt>)

#### 1 Background

- 1.1 This policy provides preference to Domestically Manufactured Iron and Steel Products (DMI&SP) in Government procurement.
- 1.2 The policy is applicable to iron & steel products as provided in Appendix A and capital goods for manufacturing iron & steel products in Appendix B, produced in compliance to prescribed quality standards, as applicable.
- 1.3 The policy is applicable to every Ministry or Department of Government and all agencies/entities under their administrative control and to projects funded by these agencies for purchase of iron & steel products for government projects. However, this policy shall not apply for purchase of iron & steel products with a view to commercial resale or with a view to use in the production of goods for commercial sale.

#### 2 Definitions

- 2.1 **Bidder** may be a domestic/ foreign manufacturer of iron & steel or their selling agents/ authorized distributors/ authorized dealers/ authorized supply houses or any other company engaged in the bidding of projects funded by Government agencies.
- 2.2 **Domestically Manufactured Iron & Steel Products (DMI&SP)** are those iron and steel products which are manufactured by entities that are registered and established in India, including in Special Economic Zones (SEZs). In addition, such products shall meet the criteria of domestic minimum value-addition as mentioned in Appendix A.
- 2.3 **Domestic Manufacturer** is a manufacturer of iron & steel products conforming to guidelines in section 7 and confirming to the definition of 'manufacturer' as per Central Excise Act.
- 2.4 **Government** for the purpose of the Policy means Government of India.
- 2.5 **Government agencies** include Government PSUs, Societies, Trusts and Statutory bodies set up by the Government.
- 2.6 **MoS** shall mean Ministry of Steel, Government of India.
- 2.7 **Net Selling Price** shall be the invoiced price excluding net domestic taxes and duties
- 2.8 **Semi-Finished Steel** shall mean Ingots, billet, blooms and slabs, which can be subsequently processed to finished steel.
- 2.9 **Finished Steel** shall mean Flat and Long products, which can be subsequently processed into manufactured items.
- 2.10 **L1** means the lowest tender or the lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as

		
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per the tender or other procurement solicitation.

- 2.11 **Margin of purchase preference** means the maximum extent to which the price quoted by a domestic supplier may be above L1 for the purpose of purchase preference. In case of DMI&SP policy, the margin of purchase preference shall be 20% for items in Appendix B.
- 2.12 **Iron & Steel Product(s)** shall mean such iron and steel product(s) which are mentioned in Appendix A.
- 2.13 **Domestic value addition** shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in percent. The 'domestic value addition' definition shall be in line with the DPIIT(formerly DIPP) guidelines, and shall be suitably amended in case of any changes by DPIIT in the future. For the purpose of this policy document, domestic value addition and local content have been used interchangeably.

### 3 Exclusions

- 3.1 Waivers shall be granted by the Ministry of Steel to all such Government procurements subject to the below conditions.
- 3.1.1 Where specific grades of steel are not manufactured in the country, or
- 3.1.2 Where the quantities as per the demand of the project cannot be met through domestic sources

**The exclusion requests shall be submitted to the Standing Committee along with sufficient proof of unavailability of domestically manufactured iron & steel products**


### 4 Standing Committee

**A Standing Committee under the Ministry of Steel (MoS) to be chaired by the Secretary (Steel), shall be constituted to oversee the implementation of the policy. The Committee shall comprise of experts drawn from Industry / Industry Association / Government Institution or Body / Ministry of Steel (MoS). The said Committee in MoS shall have the mandate for the following:**


- 4.1 Monitoring the implementation of the policy
- 4.2 Review and notify the list of Iron & Steel products and the domestic value addition requirement criteria as mentioned at Appendix A and Appendix B.
- 4.3 Issue necessary clarifications for implementation of the policy including grant of exclusions to procuring agencies as per section 3
- 4.4 Constitute a separate committee to carry out grievance redressal
- 4.5 The Standing Committee shall submit its recommendations for approval to Ministry of Steel.

### 5 Notifying Iron & Steel Products Procured by Government

- 5.1 The following guidelines may be used for identifying and notifying the aforementioned products under the policy:

		
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- 5.1.1 The policy is applicable to iron & steel products as provided in Appendix A and to capital goods for manufacturing iron & steel products in Appendix B.
- 5.1.2 Appendix A contains list of iron & steel products which are to be exclusively domestically manufactured and cannot be imported without the approval of the Ministry of Steel
- 5.1.3 Appendix B contains a list (non-exhaustive) of capital goods for which purchase preference shall be provided to domestically manufactured capital goods, if their quoted price falls within 20% of the price quoted for corresponding imported capital good.
- 5.1.4 The objective of the policy is to notify all iron & steel products which are procured by Government Agencies for government projects and not with a view to commercial resale or with a view to use in the production of products for commercial sale.
- 5.1.5 The policy is applicable to all projects funded by Ministry or Department of Government and all agencies/ entities under their administrative control for purchase of iron & steel products.
- 5.1.6 The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 25 crores. The policy shall also be applicable for other procurement (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 25 crores.
- 5.1.7 The policy is applicable to purchase of iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of Ministry or Department of Government or their PSUs.
- 5.1.8 Analysis of the availability of various grades of domestic iron and steel products needs to precede for notification under the policy. Only those iron & steel products, in respect of which at least one domestic manufacturer exists, shall be notified. Consultation may be carried out by the Standing Committee.
- 5.1.9 The policy is applicable to capital goods for manufacturing iron & steel products in Appendix B produced in compliance to prescribed quality standards, as applicable.
- 5.1.10 Policy for domestic procurement of capital goods for manufacturing iron and steel products is applicable to all public sector steel manufacturers and all agencies/ entities under their administrative control for purchase of capital goods for manufacturing iron & steel products, not with a view to commercial resale.
- 5.1.11 The policy is applicable to purchase of capital goods for manufacturing iron & steel products by private agencies for fulfilling an EPC contract and/or any other requirement of public sector steel manufacturers and all agencies/ entities under their administrative control
- 5.1.12 Government agencies which are involved in procurement of iron and steel products, and capital goods for manufacturing of iron and steel products, in cases where the iron and steel products are not mentioned in Appendix A and Appendix B, shall provide description and technical specifications of the product along with prescribed standards to the Standing Committee. The Standing Committee will act as per mandate in section 3 and section 4.
- 5.2 The Ministry of Steel (MoS) would notify iron & steel products along with the minimum prescribed domestic value addition, furnished at Appendix A.

		
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- 5.3 The policy guidelines on capital goods for manufacturing iron & steel products shall be applicable to public sector steel manufacturers for all purchases of capital goods for manufacturing iron & steel products in Appendix B, irrespective of the project size.
- 5.4 Minimum domestic value addition requirement suggested for iron and steel products in Appendix A, and for capital goods for manufacturing iron and steel products in Appendix B have been decided on the basis of factors such as domestic supplier base, number of suppliers and import to consumption ratio.
- 5.5 The domestic value addition requirement norm shall be so calibrated that it reflects the average/above average manufacturing capability of the domestic industry for the iron & steel products at a point of time. This shall be suitably reviewed by the Standing Committee from time to time and amended, if required with the approval of Ministry of Steel.

## 6 Tender procedure for procurement by government and government agencies

- 6.1 The procuring/ Government agencies shall follow standard procurement procedures, in accordance with instructions of Ministry of Finance and CVC while adhering to DMI&SP. The policy shall come into effect from the date of its notification in all tenders where price bid have not been opened.
- 6.2 The tender document, for procurement of both Goods as well as for EPC contracts, should explicitly outline the qualification criteria for adherence to minimum prescribed domestic value addition by the bidder for iron and steel products and capital goods for manufacturing iron & steel products(as indicated in Appendix A and Appendix B)
- 6.3 In supporting the growth of domestic products, the target of domestic value addition in iron and steel business activities has been set as contained in **Appendix A and Appendix B**.
- 6.4 For iron and steel products in Appendix A, the procurement process shall be open only to the manufacturers / suppliers having the capability of meeting / exceeding the domestic value addition targets. Manufacturers / suppliers not meeting the domestic value addition targets are not eligible to participate in the bidding.
- 6.5 In case of Appendix B items, if in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible domestic manufacturer for quantity not less than 50%, as may be divisible.
- 6.6 In continuation to the above clause, for Appendix B items, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible domestic manufacturer for the entire quantity.
- 6.7 In case of Appendix B items, if none of the eligible manufacturers meeting domestic value addition requirements match the L1 bid, the original bidder holding L1 bid shall secure the order for full value of procurement.
- 6.8 The bidders who are selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of the domestic manufacturers under the policy. However, this shall be subject to the following conditions:
- 6.8.1 The bidder shall furnish the authorization certificate issued by the domestic


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manufacturer for selling domestically manufactured iron & steel products.

- 6.8.2 In case the procurement is covered under Appendix A of the DMI&SP policy, the bidder shall furnish the Affidavit of self-certification issued by the domestic manufacturer to the procuring agency declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.3 In case the procurement is covered under Appendix B of the DMI&SP policy, the bidder shall furnish the certification issued by the statutory auditor to domestic manufacturer declaring that the capital goods to be used in Iron & Steel industry are domestically manufactured in terms of the domestic value addition prescribed.
- 6.8.4 It shall be the responsibility of the bidder to furnish other requisite documents required to be issued by the domestic manufacturer to the procuring agency as per the policy.

## 7 Domestic value addition requirement

- 7.1 Minimum domestic value addition requirement to qualify the product as a domestically manufactured iron & steel product or a Capital good are mentioned in Appendix A and B.
- 7.2 Domestic value addition shall be the net selling price (invoiced price excluding net domestic taxes and duties) minus the landed cost of imported input materials at the manufacturing plant in India (including all customs duties) as a proportion of the net selling price, in per cent.
- 7.2.1 In case the iron & steel products are made using domestic input steel (semi-finished/ finished steel), invoices of purchases from the actual domestic producers along with quantities purchased and the other related documents must be furnished to the procuring Government agency.
- 7.2.2 In case the iron & steel products have imported input steel, the invoices of purchases from the actual producers along with quantities purchased and the other related documents must be furnished separately. To derive the extent of domestic value addition, the weighted average of both (imported & domestic) input steel shall be considered to ensure that the minimum stipulated domestic value addition requirement of the policy is complied with.
- 7.3 It is recommended that each bidder participating in the tender process should calculate the domestic value addition using the below formula below so as to ensure the domestic value addition claimed is consistent with the minimum stipulated domestic value addition requirement of the policy.

		
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**For Iron and Steel products**

*% Domestic value addition*

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported iron or steel at plant}}{\text{Net selling price of final product}} \times 100\%$$


**For Capital Goods**

*% Domestic value addition*

$$= \frac{\text{Net selling price of final product} - \text{Landed cost of imported input materials at plant}}{\text{Net selling price of final product}} \times 100\%$$

**8 Certification and audit**

- 8.1 For products in Appendix A, each domestic manufacturer shall furnish the Affidavit of self-certification to the procuring Government agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. For capital goods in Appendix B, the bidder shall furnish the certification issued by the statutory auditor to the domestic manufacturer declaring that the capital goods are domestically manufactured in terms of the domestic value addition prescribed. The bidders who are sole selling agents / authorized distributors / authorized dealers / authorized supply houses of the domestic manufacturers of iron & steel products are eligible to bid on behalf of domestic manufacturers under the policy. The bidder shall furnish the Affidavits of self-certification issued by the domestic manufacturers and the certifications issued by the statutory auditors, to the procuring agency declaring that the iron & steel products are domestically manufactured in terms of the domestic value addition prescribed. The Affidavit of self-certification shall be furnished in **Form 1** attached to these guidelines.
- 8.2 It shall be the responsibility of the domestic manufacturer to ensure that the products so claimed are domestically manufactured in terms of the domestic value addition prescribed for the product. The bidder shall also be required to provide a domestic value addition certificate on half-yearly basis (Sep 30 and Mar 31), duly certified by the Statutory Auditors of the domestic manufacturer, that the claims of domestic value addition made for the product during the preceding 6 months are in accordance with the Policy. Such certificate shall be filed within 60 days of commencement of each half year, to the concerned Government agencies and shall continue to be filed till the completion of supply of the said products.
- 8.3 The procuring agency shall accept the Affidavit of self-certification regarding domestic value addition in a steel product submitted by a bidder. It shall not normally be the responsibility of procuring agency to verify the correctness of the claim. The onus of demonstrating the correctness of the same shall be on the bidder when asked to do so.
- 8.4 In case a complaint is received by the procuring agency or the concerned Government Agency against the claim of a bidder regarding domestic value addition in iron & steel products, the procuring agency shall have full rights to inspect and examine all the related

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documents and take a decision. In case any clarification is needed, matter may be referred to MoS with a request for technical assistance.

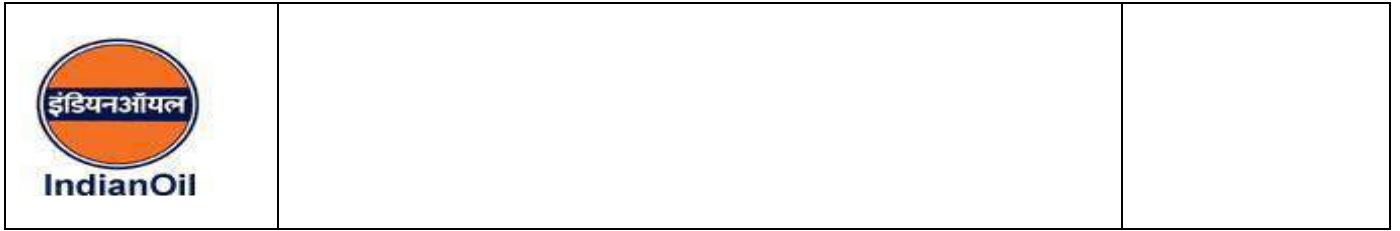
- 8.5 Any complaint referred to the Government Agency shall be disposed off within 4 weeks of the reference along with submission of all necessary documents. The bidder shall be required to furnish the necessary documentation in support of the domestic value addition claimed in iron & steel products to the Government Agency within 2 weeks of filing the complaint.
- 8.6 In case, the matter is referred to the Ministry of Steel, the grievance redressal committee setup under the MoS shall dispose of the complaint within 4 weeks of its reference and receipt of all documents from the bidder after taking in consideration, the view of the Government Agency. The bidder shall be required to furnish the necessary documentation in support of domestic value addition claimed in iron & steel products to the grievance redressal committee under MoS within 2 weeks of the reference of the matter. If no information is furnished by the bidder, the grievance redressal committee may take further necessary action, in consultation with Government Agency to establish bonafides of claim.
- 8.7 The cost of assessing the prescribed extent of domestic value addition shall be borne by the procuring agency if the domestic value addition is found to be correct as per the certificate. However, if it is found that the domestic value addition as claimed is incorrect, the cost of assessment will be payable by the bidder who has furnished an incorrect certificate. The manner of enforcing the same shall be defined in the tender document.

## 9 Sanctions

- 9.1 Each Government Agency shall clearly define the penalties, in case of wrong declaration by the bidder of the prescribed domestic value addition, in the tender document. The penalties may include forfeiting of the EMD, other financial penalties and blacklisting of such manufacturer/ service provider.
- 9.2 In case of reference of any complaint to MoS by the concerned bidder, there would be a complaint fee of Rs. 10 Lakh or 0.2 % of the value of the DMI&SP being procured (subject to a maximum of Rs. 20 Lakh), whichever is higher, to be paid by Demand Draft deposited with the grievance redressal committee under MoS along with the complaint by the complainant. In case, the complaint is found to be incorrect, the Government Agency reserves the right to forfeit the said amount. In case, the complaint is found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

## 10 Implementation monitoring by Ministry of Steel

- 10.1 The policy provisions shall be applicable for a period of 5 years from the date of publication. The policy period may further be extended at the discretion of Ministry of Steel.
- 10.2 MoS shall be the nodal ministry to monitor the implementation of the policy.
- 10.3 All applicable agencies under DMI&SP policy shall ensure implementation of the policy and shall annually, in the month of June, send a declaration indicating the extent of compliance to the policy and reasons for noncompliance thereof, during the preceding financial year.




**Reference to Ministry of Steel**

In case of a question whether an item being procured is a DMI&SP to be covered under the policy, the matter would be referred to the Ministry of Steel for clarification.


**Appendix A - Exclusive for domestically manufactured products**

Sl. No	Indicative list of Iron & Steel Products	Applicable HS code	Minimum domestic value addition requirement
1	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, hot rolled, not clad, plated or coated	7208	50%
2	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, cold rolled (cold-reduced), not clad, plated or coated	7209	50%
3	Flat-rolled products of iron or non alloy steel, of a width of 600 mm or more, clad, plated or coated	7210	50%
4	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, not clad, plated or coated	7211	35%
5	Flat-rolled products of iron or non alloy steel, of a width of less than 600 mm, clad, plated or coated	7212	35%
6	Bars and rods, hot-rolled, in irregularly wound coils, of iron or non-alloy steel	7213	35%
7	Other bars and rods of iron or non alloy steel, not further worked than forged, hot rolled, hot-drawn or hot-extruded, but including those twisted after rolling	7214	35%
8	Other bars and rods of iron or non alloy steel	7215	35%
9	Angles, shapes and sections of iron or non-alloy steel	7216	35%
10	Wire of iron or non-alloy steel	7217	50%
11	Flat-rolled products of stainless steel, of a width of 600 mm or more	7219	50%
12	Flat-rolled products of stainless steel, of a width of less than 600 mm	7220	50%
13	Other bars and rods of stainless steel; angles, shapes and sections of stainless steel	7222	50%
14	Wire of other alloy steel	7229	35%
15	Rails, railway or tramway track construction material of iron or steel	7302	50%
16	Tubes, pipes and hollow profiles, of cast iron	7303	35%
17	Tubes, pipes and hollow profiles, seamless, of iron (other than cast iron) or steel	7304	35%



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18	Other tubes and pipes (for example, welded, riveted or similarly closed), having circular cross-sections, the external diameter of which exceeds 406.4 mm, of iron or steel	7305	35%
19	Other tubes, pipes and hollow profiles (for example, open seam or welded, riveted or similarly closed), of iron or steel	7306	35%
20	Tube or pipe fittings (for example, connectors/couplings, elbow sleeves), of iron or steel	7307	35%
21	Bars and rods, hot-rolled, in irregularly wound coils, of stainless steel	7221	35%
22	Wire of stainless steel	7223	35%
23	Flat-rolled products of other alloy steel, of a width of 600 mm or more, including electrical steel	7225	35%
24	Flat-rolled products of other alloy steel, of a width of less than 600 mm, including electrical steel	7226	35%
25	Bars and rods, hot-rolled, in irregularly wound coils, of other alloy steel	7227	15%
26	Other bars and rods of other alloy steel; angles, shapes and sections, of other alloy steel; hollow drill bars and rods, of alloy or nonalloy steel	7228	35%
27	Sheet piling of iron or steel, whether or not drilled, punched or made from assembled elements; welded angles, shapes and sections, of iron or steel	7301	15%
28	Structures (excluding prefabricated buildings of heading 9406) and parts of structures	7308	15%
29	Reservoirs, tanks, vats and similar containers for any material (other than compressed or liquefied gas), of iron or steel, of a capacity exceeding 300 whether or not lined or heat insulated, but not fitted with mechanical or Thermal equipment	7309	15%
30	Tanks, casks, drums, cans, boxes and similar containers, for any material (other than compressed or liquefied gas), of iron or steel, of a capacity not exceeding 300 L, whether or not lined or heat-insulated, but not fitted with mechanical or thermal equipment	7310	15%
31	Containers for compressed or liquefied gas, of iron or steel	7311	15%
32	Stranded wire, ropes, cables, plaited bands, slings and the like, of iron or steel, not electrically insulated	7312	15%
33	Barbed wire of iron or steel; twisted hoop or single flat wire, barbed or not, and loosely twisted double wire, of a kind used for fencing, of iron or steel	7313	15%
34	Grill, netting and fencing, of iron or steel wire; expanded metal of iron or steel	7314	15%

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35	Chain and parts thereof, of iron or steel	7315	15%
36	Anchors, grapnels and parts thereof, of iron or steel	7316	15%
37	Articles of iron and steel	7317	15%
38	Articles of iron and steel	7318	15%
39	Articles of iron and steel	7319	15%
40	Springs and leaves for springs, of iron or steel	7320	15%
41	Stoves, ranges, grates, cookers (including those with subsidiary boilers for central heating), barbecues, braziers, gas-rings, plate warmers and similar non-electric domestic appliances, and parts thereof, of iron or steel	7321	15%
42	Radiators for central heating, not electrically heated, and parts thereof, of iron or steel; air heaters and hot air distributors, not electrically heated, incorporating a motor-driven fan or blower, and parts thereof, of iron or steel	7322	15%
43	Tables and similar household articles and parts thereof, of iron or steel	7323	15%
44	Sanitary ware and parts thereof, of iron or steel	7324	15%
45	Other cast articles of iron or steel	7325	15%
46	Electrical steel and other articles of iron or steel	7326	15%
47	Railway or tramway passenger coaches, not self-propelled	8605	50%
48	Railway or tramway goods vans and wagons, not self-propelled	8606	50%
49	Parts of railway or tramway locomotives or rolling-stock; such as bogies, bissel-bogies, axles and forged wheels, and parts thereof	8607	50%

*Products included in descriptions are indicative; all products under the specified HS codes are included as part of the appendix*


### **Appendix B**

#### **Indicative list of capital goods(non-exhaustive) for manufacturing iron & steel products**


<b>Sl. No.</b>	<b>Plant shop</b>	<b>Capital goods</b>	<b>Minimum domestic value addition requirement</b>
1	Raw material handling system	Apron feeder, barrel couplings, heavy duty bearings, hydraulic disc brakes, tanker & container for powdered materials, conveyor belt for pipe conveyors, high angle conveyor system, crushers, crane rail lubrication system, four girder EOT Crane, crane weighing system, crane air conditioning, fluid couplings, fork lift trucks,	50%

		
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		hydraulic motors, hydraulic system, locking assembly (friction grip), load cells, level sensors, pipe	
		conveyor system, plough/ paddle feeder, pneumatic transportation - dense & lean phase, reclaimers, radio remote control, rail fixing arrangements (special), rapid/ flood loading system, stackers, special screen, slew ring bearings, tippers, transfer cars, tongs (special), vibration, isolation system (spring damper), wagon tippers, wagon loaders	
2	Mineral beneficiation (iron ore and coal) equipment	Industrial crushers, grinding mills, conventional screens, slurry pumps, hydrate thickeners, filters, hydroclones	50%
3	Coke oven	Coke Oven Silica Refractory, Anchorage System, Waste gas valve with branch pipe, Flash Plate, Door Frame, door body, Minor Casting: Gooseneck, Valve box, AP Lid, Charging & inspection hole lid and frame Reversing mechanism, Centralised lubrication system, Hydrojet Door Cleaning Mechanism, Spillage code conveyor system, skip hoist, Door Lowering Rack, Isolation/ Reversing Cocks, Level II automation, Oven machines	50%
4	By-product plant	Primary Gas Cooler, Electrostatic Tar Precipitator, H <sub>2</sub> S, NH <sub>3</sub> & Naphthalene Scrubber, Combi Stripper, Flushing Liquor Pump, Claus Kiln, Claus reactors, Waste Heat Boilers, Decanters	50%
5	Sinter plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, Hot sinter breaker and Grizzly, Dip rail & running rail, Impeller assembly for Process fan, Drive assembly of Sinter machine, Hi-intensity Mixer & Noduliser	50%
6	Pellet plant equipment	Pallet car, Drive/discharge end Sprocket assembly, Curved rail, Slide rails, running rail, Vertical roller mill, Impeller assembly for Process fan, Drive assembly of Indurating machine, Hi-intensity Mixer, Balling disc, Single deck roller screen and Double deck roller screen	50%

		
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7	Blast furnace equipment	Bell less top system with Bleeder valve, SG Iron stove coolers, Copper stove coolers, Stock level indicator (Radar Type), Mud gun, Drilling machine and Manipulator, Gas Cleaning Plant system, Top Recovery Turbine system including its by-pass valve, De-bricking Machine, Re-railing equipment, PCI system, Grinding mill for PCI, Stock level indicator, Tuyere Stock assembly, Waste Heat Recovery system, BF & Hot Blast Stoves Technological Valves, Above Burden probes, Slag granulation unit, Tuyere&Tuyere cooler, Torpedo Ladle Car, BF hearth refractory	50%
8	Direct reduction plant equipment	Charge distributor, Upper & lower seal leg, Reformer & Re-cuperator system, Burden feeders, Turbo-expander, Process Gas Compressor , Seal gas compressors & bottom seal gas compressors, Seal gas generators & driers, Process Gas Heater, CO2 removal plant	50%
9	Basic oxygen furnace equipment	Main and Maintenance equipment comprising of converter, gunning machine, Refractory/ slag monitoring device, converter vessel, trunnion ring and suspension system, trunnion bearings and housing, Converter bull gear unit and tilt drive system, Rotary joint for converter, bottom stirring system, Lance body with clamping, Lance copper tips, Valve stations for oxygen blowing/ bottom stirring, Sub-lance system, Off gas analyzer with process module i.e. Process software/ hardware, container lab Measurement probes, Switch over station, ID fan for primary gas, Hot metal and steel ladle, Ladle Transfer car, Ladle maintenance equipment, Slag pot, Slag pot transfer car, Scrap boxes, Scrap Transfer car, Lance carriage, Lance guide, Crane & hoist, Lance hoist & trolley, Lance tilting device, Traverse for lifting lances, Bunker of various sizes, Bin Vibrator, Weighing Hopper, Maintenance stands, De dusting suction hood, Teeming/HM, ladle relining stands, Stand Cooling stack inspection device, Hood traverse carriage, Refractories, Bypass & isolation valves, Flare stack & ignition system, Scrubbing tower shell - Wet gas cleaning system, Dog house, Ladle drier, ladle pre-heater, ladle cooler, Fume collection hoods, Clean gas stack, Dust silo, Weigh Bridge, Slag retaining device	50%


		
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10	Electric arc furnace	Furnace proper (includes furnace lower shell, upper shell and roof, Tilting platform, Furnace Gantry) and transformer, Electrode regulation system, Hydraulic system, Refractories, Parts of Level I & Level II Automation system. LF - water cooled ladle roof, electrode mast and arms, electrode regulating system, wire feeding system, Bottom inert gas stirring Valve stand for porous plug and top lance, Emergency lance mechanism, Lance carriage system with drive unit, Automatic temperature, sampling & bath level / O2 measurement, Temp. & oxygen immersion lance, lance carriage system with drive unit, Hydraulic system, Refractories, Ladle roof Delta portion, RH proper (includes Ladle transfer car, vacuum vessel, Vessel lifting & lowering system. Hydraulic system, Multi Function lance, Valve racks/station, Electrode clamp unit, conductor of electrode arms, water cooled cable, A R stirring valve rack, lance transport car, Refractory lance, Hydraulic cylinder, Ladle roof lifting cylinder, Lubrication system, Suction hood, damper, Vibro feeder, weighing hopper, wire feeding system, Electrode nipiling stand, Cranes, hoist, Temperature & sampling tips, ladle stands, ESP, Deducting hoods, Refractories, bag filter, Cranes etc.	50%
11	Continuous casting equipment	Ladle turret, ladle cover manipulator, Ladle Shroud manipulator, tundish car, Continuous tundish temperature measurement system, Tundish stopper rod mechanism, emergency cut-off gate, mould assembly, Nozzle quick change device, mould oscillator and EMS system, Electro-Magnetic braking system, Strand guide segment, Withdrawal & Straightening unit (WSU), Roll gap checker, Emergency torch cutter, Torch cutting machine, Deburrer, Marking machine, Technological control system & process models, Black Refractories, strand gunde segment, tundish, ladle cover, roller tables & auxiliaries, mould& segment maintenance equipments, tundish maintenance equipments, EMBR system	50%
12	Flat product mills	Large castings and forgings like mill housing, bed plates, work rolls, backup rolls, end spindles; roller tables, backup roll and work roll chucks, coilers / tension reels / uncoilers, AGC cylinders, shears, levelers, lazer welders, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, gear boxes, mill motors	50%

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13	Long product mills	Mill housing, bed plates, work rolls, backup rolls, spindles; roller tables, coilers / tension reels / uncoilers, shears, billet welder, packaging machines, non-contact gauges / profile gauges, anti-friction roll neck bearings, oil film bearings, finishing blocks, gear boxes, mill motors	50%
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*\*Items in appendix B are an indicative list of capital goods for manufacturing steel, the list is not exhaustive. All capital goods for steel manufacturing shall be considered for purchase preference under the policy with a minimum domestic value addition requirement of 50%*

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**Form-1**

**Format for Affidavit of Self Certification regarding Domestic Value Addition in Iron & Steel Products/capital goods to be provided on Rs.100/- Stamp Paper Date:**

I \_\_\_\_\_ S/o, D/o, W/o, \_\_\_\_\_ Resident of \_\_\_\_\_  
 \_\_\_\_\_ hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government of India issued vide Notification No: The Gazette of India, Extraordinary Part II no. 385 (E) dated 29.05.2019 and amendment vide Gazette notification no.S-13026/1/2020-IDD dated 31.12.2020.

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring agency (ies) for the purpose of assessing the domestic value addition.


That the domestic value addition for all inputs which constitute the said iron & steel products has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value-addition criteria, based on the assessment of procuring agency (ies) for the purpose of assessing the domestic value-addition, I will be disqualified from any Government tender for a period of 36 months. In addition, I will bear all costs of such an assessment.

That I have complied with all conditions referred to in the Notification No. The Gazette of India, Extraordinary Part II no. 385 (E) dated 29.05.2019 and amendment vide Gazette notification no.S-13026/1/2020-IDD dated 31.12.2020 wherein preference to domestically manufactured iron & steel products in Government procurement is provided and that the procuring agency (ies) is hereby authorized to forfeit and my EMD. I also undertake to pay the assessment cost and pay all penalties as specified in the tender document.

**I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.**

- i. Name and details of the Bidder (Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Iron & Steel Products for which the certificate is produced
- iv. Procuring agency to whom the certificate is furnished
- v. Percentage of domestic value addition claimed and whether it meets the threshold value of domestic value addition prescribed
- vi. Name and contact details of the unit of the manufacturer (s)
- vii. Net Selling Price of the iron & steel products
- viii. Freight, insurance and handling till plant
- ix. List and total cost value of input steel (imported) used to manufacture the iron & steel products

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- x. List and total cost of input steel which are domestically sourced.
- xi. Please attach domestic value addition certificates from suppliers, if the input is not in house.
- xii. For imported input steel, landed cost at Indian port with break-up of CIF value, duties & taxes, port handling charges and inland freight cost.

**For and on behalf of (Name of firm / entity)**

**Authorized signatory (To be duly authorized by the Board of Directors)**

**<Insert Name, Designation and Contact No.>**



No.F.7/10/2021-PPD (1)  
Government of India  
Ministry of Finance  
Department of Expenditure  
Procurement Policy Division

264-C, North Block, New Delhi.  
23.02.2023.

**Order (Public Procurement No. 4)**

**Subject: Restrictions under Rule 144(xi) of the General Financial Rules (GFRs), 2017.**

Attention is invited to Order (Public Procurement No. 1) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 2) issued vide F.6/18/2019-PPD dated 23.07.2020, Order (Public Procurement No. 3) issued vide F.6/18/2019-PPD dated 24.07.2020, Office Memorandum (OM) No. F.18/37/2020-PPD dated 08.02.2021, OM No. F.12/1/2021-PPD(Pt.) dated 02.03.2021 and OM No. F.7/10/2021-PPD dated 08.06.2021. In this regard, the following is hereby ordered under Rule 144(xi) (as amended vide OM No. F.7/10/2021-PPD dated 23.02.2023) on the grounds stated therein, in supersession to all of the above mentioned Orders/ clarifications:

**Requirement of registration:**

2. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
3. Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority, specified in **Annexure I**.
4. The requirement of registration for cases covered by paragraph 2 above has been applicable since 23.07.2020. The requirement of registration for bidders covered by paragraph 3 above will be applicable for all procurements where tenders are issued/ published after 01.04.2023.
5. In tenders issued after 23.07.2020 or 01.04.2023, as the case may be, the provisions of requirement of registration of bidders and of other relevant provisions of this Order shall be incorporated in the tender conditions.

**Applicability:**

6. Apart from Ministries/ Departments, attached and subordinate bodies, notwithstanding anything contained in Rule 1 of the GFRs 2017, the Order shall also be applicable

- a) to all Autonomous Bodies;
- b) to all public sector banks and public sector financial institutions;
- c) to all Central Public Sector Enterprises;
- d) to all procurement in Public Private Partnership projects receiving financial support from the Government or public sector enterprises/ undertakings; and
- e) Union Territories, National Capital Territory of Delhi and all agencies/ undertakings thereof.

7. This order will not be applicable for cases falling under **Annexure II**.

**Definitions:**

8. "*Bidder*" for the purpose of the Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.

9. "*Tender*" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.

10. "*Transfer of Technology*" means dissemination and transfer of all forms of commercially usable knowledge such as transfer of know-how, skills, technical expertise, designs, processes and procedures, trade secrets, which enables the acquirer of such technology to perform activities using the transferred technology independently. (Matters of interpretation of this term shall be referred to the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, and the interpretation of the Committee shall be final.)

11. "*Specified Transfer of Technology*" means a transfer of technology in the sectors and/ or technologies, specified in paragraph 15, occurring on or after 23.07.2020.

12. "*Bidder (or entity) from a country which shares a land border with India*" for the purpose of the Order means

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or

(g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

13. *Beneficial owner* for the purposes of Para 12 (d) will be as under:

(i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

*Explanation:-*

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

14. "*Agent*" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.

[Note:

- i. A person who procures and supplies finished goods from an entity from a country which shares a land border with India will, regardless of the nature of his legal or commercial relationship with the producer of the goods, be deemed to be an Agent for the purpose of this Order.
- ii. However, a bidder who only procures raw material, components etc. from an entity from a country which shares a land border with India and then manufactures or converts them into other goods will not be treated as an Agent.]

**Sensitive Sectors/ Technologies** (relevant only for the provisions on ToT arrangements):

15. (i) Certain sectors and technologies have been identified as sensitive from the national security point of view. The sectors listed in Schedule I to this Order are considered Category-I sensitive sectors. The sectors listed in Schedule II to this Order are considered Category-II sensitive sectors. The technologies listed in Schedule III are considered sensitive technologies.

(ii) For Category-I sensitive sectors, bidders with ToT arrangement in any technology with an entity from a country which shares a land border with India shall require registration.

(iii) For Category-II sensitive sectors, bidders with ToT arrangement in the sensitive technologies listed in Schedule III, with an entity from a country which shares a land border with India shall require registration.

(iv) In Category-II sensitive sectors, the Secretary (or an officer not below the rank of Joint Secretary to Government of India, so authorized by the Secretary) of the Ministry/ Department of the Government of India is empowered, after due consideration, to waive the requirement of registration for a particular item/ application or a class of items/ applications from the requirement of registration, even if included in Schedule III. The Ministry/ Department concerned shall intimate the Department for Promotion of Industry and Internal Trade (DPIIT) and National Security Council Secretariat (NSCS) of their decision to waive the requirement of registration. Ministries/ Departments of the Government of India are not required to consult the DPIIT/ NSCS before deciding and are only required to intimate the decision to DPIIT/ NSCS. If any point is raised by DPIIT/ NSCS, it should be considered in future procurements; ongoing procurement for which the waiver was granted need not be interrupted or altered.

16. Based on security considerations, a Ministry/ Department in a Category II sensitive sector or other Ministries/ Departments may recommend to DPIIT inclusion of any other technology in the list of sensitive technologies, either generally or for their Ministry/ Department.

#### **Sub-contracting in works contracts**

17. In works contracts, including turnkey contracts, contractors shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in paragraph 12 above. This shall not apply to sub-contracts already awarded on or before 23.07.2020.

[Note: Procurement of raw material, components, etc. does not constitute sub-contracting.]

### **Certificate regarding compliance**

18. An undertaking shall be taken from bidders in the tender documents (**Annexure III**) that the extant guidelines for participation in the tenders (which should include conditions for implementation of this Order) have been complied with. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for debarment and further legal action in accordance with law.

### **Validity of registration**

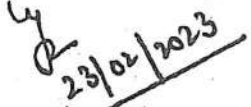
19. In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

### **Government e-Marketplace (GeM)**

20. GeM shall remove non-compliant entities from GeM unless/ until they are registered in accordance with this Order.

### **Model Clauses/ Certificates**

21. Model Clauses and Model Certificates which may be inserted in tenders/ obtained from Bidders are given at Annexure-III. While adhering to the substance of the Order, procuring entities are free to appropriately modify the wording of these clauses based on their past experience, local needs etc.

  
(Kanwalpreet)  
Director(PPD)

Tel.No. 2309 3811; email: kanwal.irss@gov.in

To

1. Secretaries of all Ministries/ Departments of Government of India for information and necessary action. They are also requested to inform these provisions to all procuring entities.
2. Secretary, Department of Public Enterprises with a request to immediately reiterate these orders in respect to public enterprises.
3. Secretary, Department of Financial Services with a request to immediately reiterate these orders in respect to public sector and public sector financial institutions.
4. Secretary DPIIT with a request to take action as provided under Annexure I.
5. Chief Secretaries/ Administrators of Union Territories/ National Capital Territory of Delhi.
6. CEO/ GeM with a request to ensure implementation of this order on GeM.

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## List of Category-I Sensitive sectors:

Sr.No.	Sector
(i)	Atomic Energy
(ii)	Broadcasting/ Print and Digital Media
(iii)	Defence
(iv)	Space
(v)	Telecommunications

## List of Category-II Sensitive sectors:

Sr.No.	Sector
(i)	Power and Energy (including exploration/ generation/ transmission/ distribution/ pipeline)
(ii)	Banking and Finance including Insurance
(iii)	Civil Aviation
(iv)	Construction of ports and dams & river valley projects
(v)	Electronics and Microelectronics
(vi)	Meteorology and Ocean Observation
(vii)	Mining and extraction (including deep sea projects)
(viii)	Railways
(ix)	Pharmaceuticals & Medical Devices
(x)	Agriculture
(xi)	Health
(xii)	Urban Transportation

## List of Sensitive Technologies:

Sr.No.	Sensitive Technologies
(i)	Additive Manufacturing (e.g. 3D Printing)
(ii)	Any equipment having electronic programmable components or autonomous systems (e.g. SCADA systems)
(iii)	Any technology used for uploading and streaming of data including broadcasting, satellite communication etc.
(iv)	Chemical Technologies
(v)	Biotechnologies including Genetic Engineering and Biological Technologies
(vi)	Information and Communication Technologies
(vii)	Software



**Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this order shall be/ continue to be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*. [This Committee was already constituted under Order (Public Procurement) No.1].
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
  - iv. With effect from 01.04.2023, an officer (ordinarily not below the rank of Joint Secretary) representing the National Security Council Secretariat.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as covered by the Order.
- D. On receipt of an application seeking registration from a bidder covered by Para 2 and 3 of this order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by the Central Government and its bodies specified in para 6 of this order, but also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.
- H. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will

not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- I. For national security reasons, the Competent Authority shall not be required to give reasons for rejection/cancellation of registration of a bidder.

[\*Note:

(i) In respect of application of the Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government. However, the requirement of political and security clearance as per para D shall remain and no registration shall be granted without such clearance.

(ii) Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]

**Special Cases**

- A. In projects which receive international funding with the approval of the Department of Economic Affairs (DEA), Ministry of Finance, the procurement guidelines applicable to the project shall normally be followed, notwithstanding anything contained in this order and without reference to the Competent Authority. Exceptions to this shall be decided in consultation with DEA.
- B. This order shall not apply to procurement by Indian missions and by offices of government agencies/ undertakings located outside India.
- C. This order will not apply to bidders (or entities) from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given on the website of the Ministry of External Affairs.
- D. Procurement of spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC), including consumables for closed systems, from Original Equipment Manufacturers (OEMs) or their authorized agents, shall be exempted from the requirement of registration.

**Model Clause/ Certificate/ Undertaking to be inserted in tenders etc.**

[While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.

The conditions relating to specified ToT (as shown in italics) should be incorporated only in the tenders which attract the restrictions due to specified ToT.]

**A. Model Clauses for Tenders (including tenders issued manually or any electronic portal including GeM):**

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [To be inserted in tenders for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

**Model Certificate for Tenders:**

"I have read the clause 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.]"

**Model Certificate for Tenders for Works involving possibility of sub-contracting:**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any

work to a contractor from such countries unless such contractor is 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.]"

***Model additional certificate by Bidders in the cases of specified ToT:***

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority."*

OR

*"I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."*

**B. Model Certificate for GeM (to be taken by the GeM from seller during registration on GeM. GeM should also obtain this certificate from all existing bidders as soon as possible):**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country and does not have any specified Transfer of Technology (ToT) from such a country or, if from such a country or if having specified ToT from such a country has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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**TENDER CONDITIONS FOR BENEFITS / PREFERENCE  
FOR MICRO & SMALL ENTERPRISES (MSEs)**

1. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India and Gazette Notification no. 2119(E) dated 26.06.2020 in supersession of Gazette Notification no. 1702(E) dated 01.06.2020 , Micro and Small Enterprises (MSE's) must have Udyam Registration Certificate (<https://udyamregistration.gov.in>) permitted by GOI w.e.f., 01.04.2021, to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
2. As per Gazette Notification No. 4714 dated 18.10.2022, In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before re-classification, for a period of three years from the date of such upward change.
3. MSEs participating in the tender must submit the Udyam Registration Certificate. Policy is meant for procurements of only goods produced and services rendered by MSEs. However, traders / distributors / sole agent / Works contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.
4. The benefits of the Policy in respect of a particular item shall be given only to those MSEs which are registered for that item group (NIC Code) under Udyam Registration.
5. The Udyam Registration Certificate must be valid as on original close date of the tender.
6. The MSEs who do not have the Udyam Registration Certificate as on original close date of the tender, are not eligible for exemption / preference.
7. The MSEs having valid Udyam Registration Certificate are exempted from payment of Earnest Money Deposit (EMD).
8. Purchase Preference – In tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from some one other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value.

In case L1 is not an MSE and there is more than one MSE within the range


of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. The process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, the order shall be placed without applying the principle.

9. The value of Performance Bank Guarantee (PBG) shall be relaxed by 50% of the requirement as per tender terms in case of MSEs owned by SC/ST & Women entrepreneurs.

**NOTE: -**

1. In case where MSE bidder is already getting order for more than 25% of the tender value, no additional purchase preference will be given in that tender.
2. In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE bidders (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor.



 <p>IndianOil</p>		Annexure VIA to ITB
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## OPPORTUNITY TO STARTUP'S AND MICRO & SMALL ENTERPRISES (MSE'S)

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

- 1. Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.*
- 2. Certificate of incorporation*
- 3. Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO / CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L statement. This certificate shall be endorsed by a Chartered Accountant / Statutory Auditor.*

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

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

Criteria of prior experience & Turnover will be relaxed by 15% for MSEs & waived for Start Ups subject to meeting the quality and technical specification of the tendered items and where tendered items / services are not critical in nature. The Startup bidder shall be required to submit an undertaking along with the bid stating that they will comply with all quality requirements and technical specifications of the tender during execution.

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

## Reverse Auction Guidelines for Bidders

### Introduction to Reverse Auction (RA)

1. “Electronic reverse auction” means an online real-time purchasing technique utilized by the procuring entity to select the successful submission, which involves presentation by suppliers or contractors of successively lowered bids during a scheduled period of time and the automatic evaluation of bids.”
2. Reverse Auction (RA) module is integrated with tendering process in the existing IOCL e Tendering portal (<https://iocletenders.nic.in>).
3. Existing Reverse Auction Module supports reverse auction for single line item (Single-lot RA) as well as for multiple line items (Multi-lot TA).
4. The lowest quote available after RA shall be considered as L1.

### Definitions

Various terms used in e-Tendering Portal relevant to RA are defined below:

#### 1. Current Price:

Current Price available against any line item (lot) under “Live Auction” tab shows the latest L1 value received against that lot.

#### 2. Decremental Value/ Decremental Price / Decrement Price:

It is the minimum value (in Rs.) which shall be decremented by any competing bidder from “Current Price” while entering his quote. The bidder can decrement only in multiples of this value.

#### 3. My Auction Price:

Bidder enters and submits his quote in the space provided against “My Auction Price”.  
E.g. If Current Price at a moment is X and Decremental value = Y. Then Bidder shall be able to enter My Auction Price = Z where  $Z = X - n * Y$  and ‘n’ is an integer greater than zero (0).

#### 4. Elapse Time in Minutes and Auto Extension Time in Minutes:

These values (in minutes) will be specified by Tender creator while maintaining basic details.

Elapse Time is the quantum of period before Auction End Time.

Auto Extension Time is the quantum of period by which the auction End Time will get extended in case of any quote received during Elapse Time.

**E.g.** Let Auction period is from 11:00 Hrs. to 13:00 Hrs., Elapse Time is 5 Minutes and Auto Extension Time is 10 Minutes.

If any quote is received between 12:55:01 and 12:59:59, Auction End Time will be extended up to 13:10 Hrs. otherwise the auction will end at prescheduled time i.e. 13:00 Hrs.

#### 5. Maximum Seal Percentage:

Maximum Seal percentage restricts the bidder from quoting abnormally low price by mistake.

If Maximum Seal Percentage defined in an auction = p, Decremental Value = Y and Current Price = X. Then bidder cannot quote a price less than  $[{(100-p) \% \text{ of } X} - Y]$ . If a bidder quotes a price less than this, system will not accept it.

E.g. Maximum Seal Percentage = 25%

Decremental Value = 500

Current Price = 10,000

The Bidder can't Quote below 7,000 i.e.  $\{(100-25) \% \text{ of } 10000\} - 500$ .

#### **6. Auction Start Date:**

Auction gets available under "Live Auction" tab and open for bidders to quote from this time onwards. This time shall be at least 48 hours after publishing of Auction details.

In case of multi lot auction, this will be the earliest auction start time of each of the line items (lots).

#### **7. Auction End Date:**

Auction window available to the bidder expires and auction shall not be available under "Live Auction" tab from this time onwards subject to auto extension of the auction.

In case of multi lot auction, this time will be auction end time of the line item (lot) whose auction is going to end at the last.

#### **Following may please be noted for reverse action Reverse Auction:**

a. "Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.

#### **b. Criteria of Qualifying for Reverse Auction (Elimination Clause):**

H1 bid received in Price Bid (BoQ) against a Tender shall not be eligible to participate in the Reverse Auction process and his bid will be auto rejected by the system wherever techno-commercially accepted bidders are more than three (3). Similarly, in case of multi-lot Auction, Itemwise H1 bidder will be disqualified for respective line item. An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction along with its scheduled start time and other details.

c. The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria / Tender Terms & conditions. Accordingly the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

d. Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.

e. The lowest quote after end of Reverse Auction shall be considered for further processing.

f. For the purpose of extending MSME or any other preference /benefit as per guidelines, the latest quote of respective MSME bidder(s) during the tender-cum-auction process shall be considered.

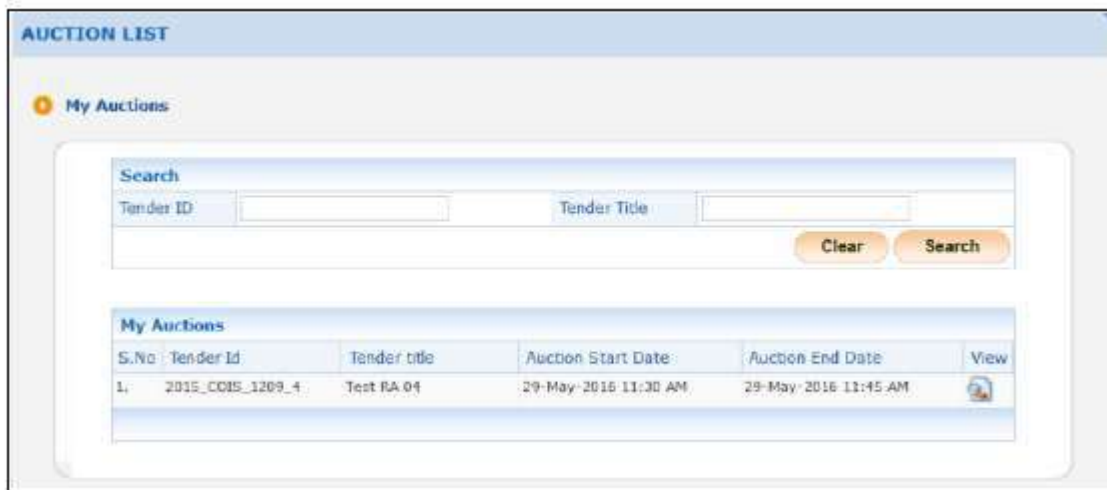
g. IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.

#### **Live Auctioning**

After auction has been published on e-Tendering Portal, system will make the tender available to the bidder from scheduled auction start date & time (as defined in auction basic details) onwards for live auction. Live auction process has been described below for bidder's view along with various screens.

**Bidder's view of Live Auction:** After tender has been published, it will be available to all the qualified bidders under **"My Auctions"** tab where bidders shall be able to check all the details of auction as defined by the tender creator as shown below.

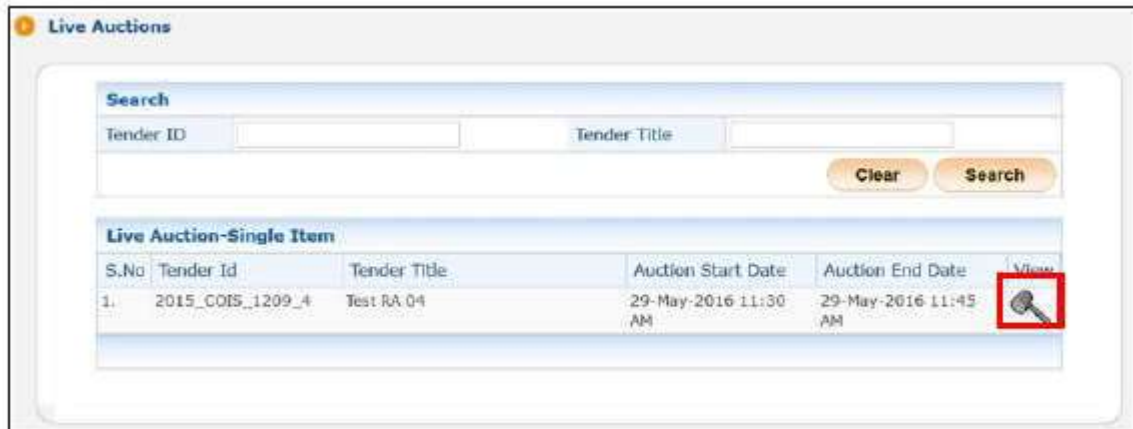
- a. Bidder shall click on the **"My Auction"** tab, he will get the list of tenders for which auction has been opted and published but auction has not ended till now as shown below:



- b. Bidder shall click on **View** option which will open a separate page having all the basic details of auction as defined by the tender creator as shown below. Accordingly bidders shall prepare themselves to participate in the auction. From scheduled Auction Start Date & time onwards, tender will be available to all the qualified bidders under **"Live Auctions List"** tab from where bidders shall be able to participate in the auction and quote the price.

<b>Basic Details</b>	
<b>Organisation Chain</b>	COIS Gurgaon  Materials
<b>Tender Reference Number</b>	Reverse Auction
<b>Tender ID</b>	2015_COIS_1209_4
<b>Tender Title</b>	Test RA 04
<b>Auction Details</b>	
<b>Auction Type :</b>	Reverse
<b>Display Bidder Details :</b>	true
<b>Auction Start Price (INR) :</b>	1,000
<b>Auction Reserve Price (INR) :</b>	500
<b>Decremental Price (INR) :</b>	10
<b>Auction Start Date :</b>	29-May-2016 11:30 AM
<b>Auction End Date :</b>	29-May-2016 11:45 AM
<b>Auction Properties</b>	
<b>Elapse Time in Minutes :</b>	5
<b>Auto Extension Time in Minutes :</b>	5
<b>Maximum Seal Percentage :</b>	25
<b>Eligible Bidder Details</b>	
<b>S.No</b>	<b>Bidder Name</b>

- c. After Auction Start Date as indicated in the above screenshot, Bidder shall click on “**Live Auctions List**” tab where list of tenders whose auction start date & time has started will be available as shown below:



- d. Bidder shall click on the **hammer** (as indicated in above screen shot) against the respective tender; it will take bidder to the new page. **In case of single lot auction, new page will be like as shown below:**



- e. Here bidder will quote his price in “**My Auction Price: Rs**” field. **My Auction Price** field will accept any value arrived by deducting **Current Price** by Multiples of **Decrement Price**. E.g. in above screen Bidder shall be able to quote X where  $X = 49700000 - n * 100000$  where n is any integer. After quoting the price in My Auction Price field, bidder shall sign his bid digitally by clicking on symbol and then submit the bid.

Provided bidder shall not be able to quote any value below maximum seal value (ref. clause 3.8 for detail on maxim Seal value). Bidder shall quote the prices keeping **Price Evaluation criteria** in mind as these prices shall be deemed to be the evaluated price.

- f. If any bidder quotes within **Elapse Time** before auction end time or extended auction end time, Auction End time will be auto extended by the system for **Auto Increment Time** (refer details on Elapse Time and Auto Increment Time). Screen with extended auction end time is as given below:

**AUCTION SUBMIT**

Tender ID: 2016\_CO16\_1444\_1  
 Tender Reference Number: Test RA 2016/02/04  
 Tender Title: Test RA 2016/02/04  
 Auction Type: Reverse  
 Start Price: Rs. 50000000  
 Decrement Price: Rs. 1,00,000  
 Auction Date: 07-Apr-2016 02:55 PM To 07-Apr-2016 03:05 PM

Current Price:	49000000
L1 Name:	---
Auction Submitted Date / Time:	07-Apr-2016 03:02:42 PM
Auction Extended Upto:	07-Apr-2016 03:15:00 PM

My Auction Price: Rs.

[Back](#) [Submit](#)

- g. After Auction End Date/Time or Extended Auction End Date/Time whatsoever is later is over, tender will no more be visible under **“Live Auction List”**.
- h. **In case of Multi-lot auction**, when a bidder shall click on the hammer as referred in clause 6.1.3, system will take the bidder to new page where all the lots of auction will be visible as shown below:


Auction Item Wise						
S.No	Item Code	Description	Auction End Date	My Latest Value	L1 Rate	View
1	item1	RA Itme -01	09-Feb-2016 03:35 PM	27000	27000	
2	item2	RA Itme -02	09-Feb-2016 03:30 PM	36000	28000	
3	item3	RA Itme -03	09-Feb-2016 03:35 PM	--	--	

**In** above screen, following combination will tell whether auction has started for a particular lot or not.

<u>My Latest Value &amp; L1 Rate</u>	<u>View</u>	<u>Status of Lot</u>
Nil	Nil	Auction NOT YET started
Some Value	Hammer	Auction started
Some Value	Nil	Auction Ended / Expired

Bidder shall get the option of **hammer** and to quote only against those line items for which he is qualified after price bid opening.

- i. Bidder shall click on the hammer available against individual lot which will take the bidder to new screen as shown in clause c above and quote for each lot separately as described in clause d & e.
- j. In case of multi lot auction, after Auction End Date & Time or Lot wise Auction End Date & Time / Extended date & Time for all items (which so ever is later) is over, tender will no more be visible under ***“Live Auction List”***.

		Annexure-VIII to ITB
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## DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)

DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP) NOTIFIED BY GOVT. OF INDIA ARE ELIGIBLE FOR PREFERENCE IN PROCUREMENT AS PER PREVAILING DIRECTIVES OF GOVERNMENT OF INDIA


### **Public Procurement policy ( Local content) Electronic Products:**

Domestically manufactured electronic products (DMEP) notified by Govt. of India Ministry of Electronics and Information Technology, are eligible for preference in procurement as per Notification No. 33(1)/2017-IPHW dated 14.09.2017

### ***Following Electronic Products are notified under the Public Procurement (Preference to Make in India) Order 2017:***

- i. Desktop Personal Computers (PCs)
  - ii. Laptop Personal Computers (PCs)
  - iii. Tablet Personal Computers (PCs)
  - iv. Dot Matrix Printers
  - v. Smart Cards
  - vi. LED Products
  - vii. Biometric Access Control/Authentication Devices
  - viii. Biometric Finger Print Sensors
  - ix. Biometric Iris Sensors
  - x. Servers
1. The Percentage of domestic value addition in terms of Bill of Material (BOM) required for the (*tendered DMEP item*) to qualify as domestically manufactured electronic products (DMEP) is (as mentioned in notification for the *tendered DMEP item*) %.
  2. The local supplier at the time of bidding shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
  3. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of the local content.
  4. All other terms & conditions including preference for procurement for DMEP item, criteria for BOM of the DMEP item to be classified as Domestic, procedure for calculating local content/domestic value addition, verification of local content/domestic value addition etc. shall be as per Notification No. 33(1)/2017-IPHW dated 14.09.2017 of Ministry of Electronics and Information Technology.



		
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5. Order Splitting Methodology

For Purchase preference, Public Procurement Policy 2012 (PPP-2012 for MSEs) benefits shall receive precedence over DMEP-2017 benefits as is being followed in case of application of PPP-MII policy.

The bidder shall declare their preference for seeking Purchase Preference benefit as MSE under PPP-2012 or as Local Supplier under DMEP-2017.


**Abbreviation:**

- 1) MSE- Micro and Small Enterprises
- 2) DM- Local Supplier
- 3) GN- Bidder(s) not falling in either category 1 or 2 above.

Here DM, MSE are those who are eligible for Purchase Preference as per the above mentioned policies.

**a) Where quantity can be split**

Sr. No.	Condition	Ordering Recommended	Remarks
1	When MSE is L1	100% to MSE	Nil
2	When DM is L1 and MSE is within 15% of L1	25% to MSE 75% to DM	<ul style="list-style-type: none"> <li>• If multiple MSE meet the condition, the preferential quantity shall be distributed proportionately amongst them.</li> <li>• If all eligible MSEs fails to match L1 rate, 100% quantity shall be awarded to L-1 DM.</li> </ul>
3(a)	When GN is L1 and DM is within 20% of L1, and no MSE participated or MSE quoted more than 15% of L1	50% to DM 50% to GN	<ul style="list-style-type: none"> <li>• If the lowest priced DM fails to match L1 rate or accepts less than the offered qty., next DM shall be offered to match L1 rate for the remaining qty. and so on. In case qty. is still left uncovered on local suppliers, then such balance qty. shall be awarded to L-1 GN.</li> </ul>

 <b>IndianOil</b>		
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3(b)	When GN is L1 and MSE is within 15% and DM is within 20% of L1	25% to MSE 37.5% to DM (i.e. 50% of remaining 75%) 37.5% to GN	<ul style="list-style-type: none"> <li>• If multiple MSE meet the condition, the preferential quantity shall be proportionately distributed amongst them.</li> <li>• If all MSE fails to match L-1 rate, the quantity shall be awarded in the ratio of 50:50 to L1 GN and DM.</li> <li>• If the lowest priced DM fails to match L-1 rate or accepts less than the offered qty., next DM shall be offered to match L1 rate for the remaining qty. and so on. In case qty. is still left uncovered on local suppliers, then such balance qty. shall be awarded to L-1 GN.</li> </ul>
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**Notes:**

- All splits & purchase preference will be subject to matching L1 rates.
- In case more than one DM (within 20% of L1) quote the same rate, the preferential quantity shall be shared proportionately (to tendered quantity).
- Qty. during splitting shall be rounded to next higher whole number in order of preference.

**b) Where quantity cannot be split**

Sr. No.	Condition	Ordering Recommended
1	When MSE is L1	100% to MSE
2	When DM is L1 and MSE is within 15% of L1	<ul style="list-style-type: none"> <li>• 100% to MSE.</li> <li>• If all such MSEs fail to match the L1 rate then 100% shall be awarded to L1 DM.</li> </ul>
3	When GN is L1 and DM is within 20% of L1 and no MSE participated or MSE quoted more than 15% of L1.	<ul style="list-style-type: none"> <li>• 100% to DM.</li> <li>• If the lowest priced DM, fails to match L-1 rate, next DM shall be offered to match L1 rate and so on. In case all DM fail to match L-1 rate then 100% qty. shall be awarded to L-1 GN.</li> </ul>
3	When GN is L1 and MSE is within 15% and DM is within 20% of L1	<ul style="list-style-type: none"> <li>• 100% to MSE</li> <li>• If all such MSEs fail to match the L1 rate then 100% shall be offered to DM. If all such DM fail to match L-1 rate then 100% qty. shall be awarded to L-1 GN.</li> </ul>

- All Purchase Preference shall be subject to matching L1 rates.

## BIDDING FORM

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**Annexure -1**

**Instruction to fill the format below-**

Bidders to fill the format below( white cells) and submit with their offer . Please note that submission of this declaration is mandatory,otherwise offer shall be liable for rejection.

**COMPLIANCE TO REQUIREMENT OF TENDER DOCUMENTS**

[To be submitted by the bidder as a sheet of "Bid\_Documents" in the Un-Priced Bid (Technical Bid) , otherwise the Offer shall be liable for rejection]

It is hereby declared that we have read and understood the entire tender documents available on IOCL e-tender portal <https://iocletenders.nic.in> under-

<b>Tender Reference Number</b>	<b>SS/B568-304-YE-MR-1501/45</b>
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We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents including all Addenda / Corrigenda / Clarifications issued.

**Any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise stands null and void.**

We further, confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We ..... hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and Order is placed /Contract is awarded to us, the complete tender document shall be considered for constitution of Order / Contract Agreement.

<b>Offer Reference No. with date.</b>	..... Dtd .....
<b>Vendor's Name</b>	.....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

**Move to next Work Sheet ----->**

**AGREED TERMS & CONDITIONS(ATC)-INDIGENOUS**

**THIS DOCUMENT IS APPLICABLE FOR INDIAN BIDDERS ONLY & QUOTATIONS IN INDIAN CURRENCY**

**IN THIS DOCUMENTS EACH POINT IS PRE FILLED AS CONFIRMED. ANY DEVIATION TO BE FILLED UP IN COMMERCIAL & TECHNICAL DEVIATION SHEET ONLY IN "BID\_DOCUMENTS" SPREAD SHEET. DEVIATIONS GIVEN ANYWHERE ELSE SHALL BE NULL & VOID.**

	<b>Tender No</b>	SS/B568-304-YE-MR-1501/45
	<b>Vendor Name</b>	.....
	<b>Offer Ref</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
<b>INCOTERM</b>		
<b>1 (a)</b>	Quoted Prices are on FOT Site basis inclusive of P&F, Freight and GST	<b>CONFIRMED</b>
<b>1(b)</b>	Confirm that the Quoted Prices shall remain FIRM and FIXED till complete execution of the order and shall not be subject to variation on any account.	<b>CONFIRMED</b>
<b>1(c)</b>	In case of Variable Prices, please specify price variation formula with an upper ceiling and base indices. Unless otherwise specified in the tender, ceiling shall be loaded for evaluation purpose & offer received without any ceiling shall be liable for rejection unless all the bidders have asked for the same Price Variation formula without ceiling.	<b>NOT APPLICABLE</b>
<b>1(d)</b>	Confirm that sample as required is submitted & submission proof of Tender Sample as per requirement in Technical section is attached.	<b>NOT APPLICABLE</b>
<b>2(a)</b>	<b>PACKING &amp; FORWARDING CHARGES:-</b> The Offer is inclusive of Packing and Forwarding (P&F) charges.	<b>CONFIRMED</b>
<b>2(b)</b>	<b>THIRD PARTY INSPECTION CHARGES:-</b> Quoted prices are: 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) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER .	<b>CONFIRMED</b>
<b>2 (c)</b>	<b>FREIGHT</b> i. Confirm firm freight charges, GST and all other taxes and duties on freight are included in quoted price ii. Vendor to despatch the materials only through reputed and bank approved transporters having office / godown at or nearby the Refinery Site. In case the material is despatched through any other transporter, the same shall be "door delivery, consignee copy attached" basis and payment shall be released only after receipt of materials at IOCL Stores irrespective of payment terms mentioned in any other clause.	<b>CONFIRMED</b>
<b>2 (d)</b>	iii. If a supplier does not quote freight charges and indicates that the freight is on to pay basis or "extra at actual" then his ex-works price shall be loaded with the maximum freight charges quoted by other bidders or maximum pro-rated freight charges (with respect to approximate distance) quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is most. After loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.	<b>NOT APPLICABLE FOR THIS RFQ.</b>
<b>2(e)</b>	iv. If bidder has mentioned freight as "quoted" in the <del>unpriced bid</del> / Agreed terms & Conditions (ATC) but has not mentioned freight charges in priced bid , as asked to quote in the tender (bidder may be asked to quote freight charges in the priced bid or the bidder may be asked to quote freight charges in percentage of basic price in ATC), then the basic price quoted shall be considered as inclusive of freight charges and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering freight charges as Nil. v. In case of ODC/OWC bidders shall have to mandatorily quote for freight upto Project site / Refinery Stores. In case the bidder does not quote the freight charges, their offer shall be liable for rejection.	<b>NOT APPLICABLE FOR THIS RFQ.</b>
<b>APPLICABLE TAXES:-</b>		
<b>3 (a)</b>	<b>Type of Vendor:-</b> If Vendor is GST Composition Scheme vendor , Please submit the copy of the declaration i.e., FORM GST -CMP 01 or FORM GST CMP 02 alongwith the offer.	<b>NOT APPLICABLE</b>

3 (b)	<p><b>GOODS &amp; SERVICE TAX (GST) RATES:-</b> The rate of GST on supplies (including spares )/transportation/TPI are included in Quoted price. Also GST on Installation and Commissioning charge /Supervision/Site. Work/Training/PWCAMC/PWAMC ( If any ) is included. The GST amount shall be released only on receipt of GST Invoice. In case there are different HSN/SAC for different items, same may be indicated in the Unpriced Bid.</p>	CONFIRMED
3(c)	<p><b>HSN &amp; SAC CODE:-</b> Please confirm that HSN (Harmonized System of Nomenclature) code of goods or SAC (Service Accounting Code) of services /PWCAMC/PWAMC if any are given in Bidder Input Sheet. In case there are different HSN/SAC for different items, same may be indicated in the Unpriced BOQ.</p>	CONFIRMED
3(d)	<p>Only statutory variations, if any, in the present rate of GST, shall be reimbursed as under:</p> <ol style="list-style-type: none"> <li>1. Any statutory increase in the GST or any new or additional taxes or duties imposed within the Contractual delivery Date or extended Contractual Delivery Date shall be to IOCL's account whereas if it is after contractual delivery it shall be to BIDDER'S account. Any corresponding decrease on account of above shall be passed on to IOCL</li> <li>2. Any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.</li> <li>3. In case GST or any taxes or duties is not applicable at present but becomes applicable at the time of contractual delivery period due to any reasons other than statutory, the same shall be borne by bidder.</li> </ol>	CONFIRMED
3(d)	<p>As You were not eligible for input tax credit of Central &amp; State Taxes in pre-GST period but under GST you are entitled to full credit of GST paid and you shall have benefit of incremental input tax credit under the GST regime as above. As such you need to pass on the benefit of your incremental input tax credit to IOCL. Accordingly, Please quote your best basic prices (In Priced BoQ)</p>	CONFIRMED
4	<p><b>PAYMENT TERM:-</b> Please confirm acceptance to payment terms as per <b>Bidding Document</b>.</p> <p>Initial Advance payment along with order is not acceptable. However, progressive payment as specified in the Commercial Terms enclosed on achievement of specific milestones (under applicable payment terms) shall be against equivalent Advance Bank Guarantee as per IOCL format along with GST Invoice for all payments before despatch.</p>	CONFIRMED
<p><b>Please Note:-</b> If bidder quotes any other payment terms, if acceptable to IOCL, loading for Simple Interest implication as per ITB. This loading shall be done for differential payment terms &amp; time period. IOCL may accept the deviation given by vendor or offer may be rejected.</p>		
5	<p><b>PERFORMANCE BANK GUARANTEE (PBG):-</b> Please confirm that you will furnish Performance Bank Guarantee as per Bidding Document. The PBG should be sent to IOCL directly by your Banker and the bank should confirm regarding issue of BG on enquiry by IOCL.</p>	CONFIRMED
<p><b>Please Note:-</b> In case of non-acceptance of the PBG, FOT despatch point price shall be loaded as per ITB/SPC.</p>		
6	<p><b>PRICE REDUCTION SCHEDULE DUE TO DELAY IN DELIVERY :-</b> Confirm acceptance to Cl. No. 12 (Respect for Delivery dates &amp; Price Discount) of IOCL's GPC &amp; Amendment to GPC.  Bidder shall submit credit note / adjustment in GST Invoice for PRS, if applicable, on account of delay in delivery. This is with respect to cases wherein Bidder has not considered the applicable PRS in GST Invoice.</p>	CONFIRMED
<p><b>Please Note:-</b> In case the vendor does not accept Cl. No. 12 of GPC (Discount by way of Price Adjustment due to delayed delivery), their FOR/FOT despatch point prices shall be loaded as per ITB.</p>		
7	<p><b>DELIVERY PERIOD AND TIME PERIOD FOR SITE WORK:-</b> Please confirm acceptance to delivery period as stipulated in the TENDER .  This delivery period shall be reckoned from the date of Letter of Acceptance (if issued) else from date of Purchase Order.</p>	CONFIRMED
8	<p>Confirm that the goods shall be guaranteed as per Clause 1 d i or 1 d ii of IOCL GPC ( Applicability of 1 d i or 1 d ii shall be as per BDS / ITB ) , unless otherwise specifically mentioned in the Tender Documents.</p>	CONFIRMED
<p><b>EARNEST MONEY DEPOSIT (EMD):-</b></p>		
9	<p>Please confirm having submitted Earnest Money Deposit (EMD) as per NIT , wherever called for.</p>	NOT APPLICABLE

<b><u>Restriction for bidders from Countries which shares land border with India</u></b>		
10	Bidder to confirm that They are not from such a country which shares land border with India and they are eligible to be considered for this tender. [In line with Office Memorandum (O.M.) NO. F.7/10/2021-PPD (1) dated 23.02.2023 issued by Dept. of Expenditure (Govt. of India) w.r.t. Restrictions Under Rule 144 (xi) of General Financial Rules (GFRs)]	<b>CONFIRMED</b>
<b><u>Startup Bidder</u></b>		
11	In case of startup bidder , vendor to submit documents and Certificate of Recognition (generated by DPIIT, GoI/Certificate of incorporation/Audited P/L statement of all FY since incorporation) to prove your claim.  The definition of startup shall be as per the latest Gazette Notification of Govt. of India.	<b>NOT APPLICABLE</b>
<b><u>VALIDITY OF OFFER:-</u></b>		
12(a)	Validity: Validity of the offer shall be as per ITB / BDS	<b>CONFIRMED</b>
12(b)	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended with or without price implication. Indian Oil will also have the option to cancel the tender in such cases and refloat the tender.	<b>CONFIRMED</b>
<b><u>IN CASE OF CHEMICALS:-</u></b>		
13(a)	Certificate of Analysis (COA) will be sent along with consignment  MSDS will be sent along with consignment  Bidder to confirm that MSDS accompanies the consignment for incoming chemical material to Refinery / Project Site.  Please confirm MSDS for return of empty cylinders will be same as that of incoming material	<b>NOT APPLICABLE</b>
13(b)	If Cylinder is used as mode of packing as per Tender Requirement:  Please confirm rent-free period of cylinders as per tender conditions.	<b>NOT APPLICABLE</b>
13(c)	If Cylinder is used as mode of packing as per Tender Requirement:  Please indicate per day per cylinder rent after expiry of offered rent-free period	<b>NOT APPLICABLE</b>
14	Confirm whether the product offered is based on IOC formulation and have valid agreement to pay the royalty to IOCL on the basis of sale of such products .	<b>NOT APPLICABLE</b>
15	If yes to above, give the extent of royalty inflow net of prevailing taxes/surcharge.	<b>NOT APPLICABLE</b>
<b><u>VENDOR DETAIL:-</u></b>		
16	If vendor who is not registered with IOCL for online payments / not having IOCL vendor code/existing vendor desiring to change the bank details, may submit requisite details as sought in "9-Bank_Mandate" Sheet of this document	<b>CONFIRMED</b>
<b><u>OTHER DETAIL:-</u></b>		
17(a)	Please confirm that the Shelf Life as sought in Technical Specification is complied with	<b>NOT APPLICABLE</b>
17(b)	If no Shelf Life Clause is stated in Technical Specification, please indicate the same	<b>NOT APPLICABLE</b>
18	Please note that the best prices are given strictly as per Price BOQ	<b>CONFIRMED</b>
19	Please note that you will dispatch the materials on "Freight paid basis" by IOCL / Bank approved Transporter having delivery office at Refinery location. Pl. note & confirm.	<b>CONFIRMED</b>
20	Spares Parts, Tools & Tackles:  Confirm that your quoted prices are inclusive of all commissioning spares as stipulated in the tender documents.  Confirm that you have included / quoted for mandatory spares as required in the tender documents.  Confirm that item wise unit price of Recommended spare parts for two years' operation have been quoted separately, indicating Dispatch quantity, as required in the tender document. Special Tools and Tackles as specified in the MR/Technical Specification are included in the quoted prices.	<b>CONFIRMED</b>
21	Transit risk insurance shall be covered by the Owner against their MCE (Marine cum Erection) Policy and the same shall not be included in the quoted prices.	<b>CONFIRMED</b>
22	Please note that unless otherwise specified, part dispatches will not be allowed and vendor has to supply materials in one lot.	<b>CONFIRMED</b>

23	Please note that all relevant Third Party Inspection Release Notes, IBR Certificate, Test Certificates etc. (as applicable) shall be submitted along-with the dispatch documents & supplied materials.	<b>CONFIRMED</b>
24	Please confirm acceptance the following in toto. <u>Bidder is not required to submit soft/ hard copy of them.</u> a) NIT/RFQ b) General Purchase Conditions c) Instructions to Bidder ( ITB ) d) Terms & Conditions for supervision of Erection, Testing & Commissioning for Indigenous Bidders ( if applicable ) e) Terms & Conditions for Site Work / HSE ( if applicable ) f) Special Purchase Conditions ( if applicable )	<b>CONFIRMED</b>
25	<b>DECLARATION:-</b> Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director. List of Indian Oil Directors may be taken from www.iocl.com	<b>NO RELATIONSHIP</b>
26	Please confirm you have not been banned or de listed by Indian Oil Corporation Limited or its Administrative Ministry (i.e. Ministry of Petroleum & Natural Gas, Government of India). If you have been banned, then this fact must be clearly stated.  Confirm that the Proforma Of Declaration Of Black Listing / Holiday Listing has been attached	<b>CONFIRMED</b>
27	Bidder confirms that they are not under liquidation, insolvency, court receivership or similar proceedings.	<b>CONFIRMED</b>
28	Deviations to Terms & Conditions shall lead to <del>loading of prices as per Commercial Terms of TENDER</del> or rejection of offer. Please confirm acceptance.	<b>CONFIRMED</b>
29	Any claim arising out of order shall be sent to IOCL in writing within 3 months from the date of last Dispatch. In case the claim is received after 3 months, the same shall not be entertained by IOCL.	<b>CONFIRMED</b>
30	Please confirm submission of details, documents self-certifications and declarations for meeting Net Worth condition as per ITB (if applicable)	<b>CONFIRMED</b>
31	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.  Any deviation to tender terms to be indicated in deviation sheet only.Deviations given anywhere else will not be accepted.	<b>CONFIRMED</b>
32	In the event of an irreconcilable conflict between the provisions of different documents ,order of precedence will be as below :  1)NIT/RFQ 2) Bid Data Sheet (BDS) 3) Agreed Terms & Conditions(ATC) 4) Special Terms & Conditions(SPC) 5) Instructions to Bidders(ITB) 6) General Purchase Conditions(GPC)  Document higher in order will supercede.	<b>CONFIRMED</b>
Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.		



Tender No : <b>SS/B568-304-YE-MR-1501/45</b>		
<b>BIDDER INPUT SHEET</b>		
(DOCUMENT IS APPLICABLE ON INDIAN BIDDERS ONLY)		
<p>1. This workbook is protected, except for cells where comments/confirmation is to be given by bidder.</p> <p>2. Bidder is advised not to unprotect/tamper the sheet/ alter the terms mentioned in the sheet.</p> <p>3. Any alteration to terms mentioned by IOCL will be considered as tampering and bidder's offer shall be liable for rejection.</p> <p>4. Bidders are advised to only fill the unprotected cells ( white cells) by dropdown or writing the comments as applicable as their confirmation . Failure on the part of bidder in not returning this duly filled-up questionnaire with all the sets of unpriced quotation and/or submitting incomplete replies may lead to rejection of bidder's quotation.</p> <p>5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure/sheet attached to this questionnaire, indicating cross-reference of respective clauses.</p> <p>6. Any deviation to be indicated in commercial /technical deviation sheet only.</p> <p>7. Please Note if bidder does not mention anything against the below commercial terms, the same shall be considered as "nil/confirmed" and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering commercial terms (charges) as Nil.</p> <p>8. This "Bidder Input sheet"(BIS) to be read in conjunction with" Agreed Terms &amp; Conditions" (ATC).In case of any conflict between BIS and ATC,the BIS will supersede.</p>		
1	NAME OF COMPANY ON WHOM ORDER TO BE PLACED .....	
2	SPECIFY DESPATCH POINT	
3	GSTIN NO. OF DESPATCH POINT	
4	SPECIFY INVOICING PLACE	
5	GSTIN NO. OF INVOICING PLACE	
6	INDICATE PERCENTAGE FREIGHT CHARGES UPTO SITE INCLUDED IN QUOTED PRICE	_____ % [In case bidder does not indicate breakup % as above, freight charges shall be treated as NIL]
7	HSN CODE OF GOODS	
8	INDICATE GST RATE (FOR SUPPLY & FREIGHT) INCLUDED IN QUOTED PRICES	_____ %
9	INDICATE GST RATE APPLICABLE ON FREIGHT	_____ %
10	SAC CODE FOR SITE SUPERVISION / SITE WORK / TRAINING CHARGES/ PWCAMC/PWAMC	
11	GST APPLICABLE EXTRA ON QUOTED SITE SUPERVISION / SITE WORK / TRAINING CHARGES/ PWCAMC/PWAMC	
12	ALL OTHER GOVERNMENT TAX/LEVY APPLICABLE	<b>Included in Quoted price</b>
13	Part Order: i. Acceptance of Part Order as per GPC Clause No. 33 & SPC Clause No. 17.0 without any value / quantity limitation ii. Any charges quoted extra as lumpsum (like IBR, Testing, freight, etc.) shall be applicable prorata on value basis in the event of part order / part quantities / split order.	<b>Not Applicable</b>
14	Confirm acceptance of Repeat Purchase order(s) as per IOCL's requirement as stated in GPC & ITB read together, with the same rate and terms & conditions within 6 months from the date of original Purchase Order.  Note: Acceptance of Repeat Order does not guarantee Repeat Ordering and is not a part of evaluation.	<b>Not Applicable</b>
15	<b>Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order, 2012</b>	<b>Not Applicable</b>
15 (a)	Confirm whether the bidder is an MSE bidder or not.  If MSE ,bidder to attach Udyam certificate to avail the benefits/preference to MSEs	<input type="checkbox"/> <b>Bidder is MSE</b> <input type="checkbox"/> <b>Bidder is NOT MSE</b> <b>[Bidder to select one of the above options]</b>
15 (b)	In case the bidder is an MSE bidder; please further confirm whether it is an SC/ST owned MSE.If yes ,bidder to attach the copy of SC/ST certificate issued by District Authority.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b> <b>[Bidder to select one of the above options]</b>

15 (c)	In case the bidder is an MSE bidder; please further confirm whether it is an women owned MSE. If yes bidder to attach the relevant documents.	<input type="checkbox"/> <b>Confirmed</b> <input type="checkbox"/> <b>Not Applicable</b> [Bidder to select one of the above options]
15 (f)	UDYAM NUMBER	
15 (g)	<b>Confirm that you are a Manufacturer of the Quoted Items. If not, you shall not be eligible for Purchase Preference.</b>	<input type="checkbox"/> <b>Manufacturer for Quoted Items</b> <input type="checkbox"/> <b>Other than Manufacturer for Quoted Items</b> [Bidder to select one of the above options]
16	<b><u>Preference to Make in India (MII 2017 Policy)</u></b>	
16(a)	Bidder to select Class as per the LC of their quote in line with PPP-MII 2017 policy Bidder to submit " Local Content for Goods/Services" in unpriced BoQ in "Bid_Documents " spread sheet as per ITB	<input type="checkbox"/> <b>Class-I</b> <input type="checkbox"/> <b>Class-II</b> [Bidder to select one of the above options based on minimum Local content requirement as per BDS/ RFQ]
16(b)	Bidder to submit "Undertaking" from Authorized signatory of Supplier or Statutory Auditor / Chartered Accountant of the bidder ( as the case may be ) as per ITB	<input type="checkbox"/> <b>Submitted</b> <input type="checkbox"/> <b>Not Applicable</b> [Bidder to select one of the above options]
17	<b><u>DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)</u></b>	
17(a)	Confirm whether you are eligible for Purchase Preference linked with Public Procurement policy ( Local content) Electronic Products. For details please refer ITB	<b>Not Applicable</b>
17(b)	If so please confirm that you have submitted "Undertaking" from Authorized signatory of Supplier or Statutory Auditor / Chartered Accountant of the bidder ( as the case may be ) as per ITB	<b>Not Applicable</b>
18	<b><u>DOMESTICALLY MANUFACTURED IRON &amp; STEEL PRODUCTS (DMI&amp;SP)</u></b>	
18(a)	Confirm whether you are eligible as per Policy related to Domestically Manufactured Iron & Steel Products (DMI&SP) . For details please refer ITB.	<input type="checkbox"/> <b>Confirmed</b> <input type="checkbox"/> <b>Not Applicable</b> [Bidder to select one of the above options]
18(b)	<b><u>Manufacturers :</u></b> In case of domestic manufacturers pls submit "Affidavit of Self-Certification" (Form -1) in line with DMI&SP policy as indicated in ITB	<input type="checkbox"/> <b>Submitted</b> <input type="checkbox"/> <b>Not Applicable</b> [Bidder to select one of the above options]
18(c)	<b><u>Non-Manufacturers:</u></b> selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of Iron & Steel Products shall furnish the Affidavit of self-certification issued by the domestic manufacturers declaring that the iron & steel products is domestically manufactured in terms of the domestic value addition prescribed, along with the bid.  In case of selling agents/ authorized distributors/ authorized dealers/ authorized supply houses of the domestic manufacturers of Iron & Steel Products, the bidder shall also furnish the authorization certificate issued by the domestic manufacturer."	<input type="checkbox"/> <b>Submitted</b>
	ii)In case , non manufacturer bidder is not able to submit authorization certificate from domestic manufacturer ,pls submit following documents :- a) Affidavit of self certification in line with DMI&SP policy in their own name. b)Declataion on their letter head that " They will submit affidavit of self certieaiton from domestic manufacturer in line with DMI&SP policy at the time of dispatch along with dispatch documents against which material acceptance is granted."	<input type="checkbox"/> <b>Submitted–Affidavit of self certification in own name</b> <input type="checkbox"/> <b>Submitted–Declaration</b>

<b>19</b>	Following data to be provided in case of EMD applicability PRN No.of Online submitted EMD OR Bank Guarantee No. with Date of Issue & Expiry OR On date valid MSE/UAM certificate No. with date of issue.	<b>NOT APPLICABLE</b>
<b>20</b>	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this sheet shall prevail.  Any deviation to tender terms to be indicated in deviation sheet only.Deviations given anywhere else will not be accepted.	<b>CONFIRMED</b>

**\*In case of chemical procurement (with or without returnable cylinders) ,relevant clauses of ATC will be applicable/filled.**

**UNDERTAKING-**

1	<b>We confirm that we have filled "Bidder Input Sheet"</b> indigenous as per sheet "BFS(ind) " of this XL file.
2	<b>We confirm that we have filled Deviations (If any)</b> as per sheet "DEVIATIONS STATEMENT- TECHNICAL" & "DEVIATIONS STATEMENT- COMMERCIAL"of this XL File.
3	<b>We confirm that we have filled Proforma for PQC</b> as per sheet - "PQC Doc- details" of this XL file.(If Applicable)
4	<b>We confirm that we have filled unpriced BOQ</b> as per sheet "Unpriced-BOQ" of this XL file. Unpriced BOQ need not be filled in case GST Rates and HSN Codes are the same for all the line items to be added
5	<b>We confirm that we have filled Holiday List Declaration</b> as per sheet "Holiday-List-Declaration" of this XL file.
6	<b>We confirm that we have filled Non Tampering Declaration</b> as per sheet "NON-TAMPERING_DECLARATION" of this XL file.
7	<b>We confirm that we have filled Contact Details</b> as per sheet "Contact Details" of this XL file.
8	<b>We confirm that we have filled Declaration NCLT ,DRT ETC</b> as per sheet "Declaration_NCLT OR DRT ETC" of this XL file.
9	<b>We confirm that we have filled Declaration of Land Border</b> as per sheet "Declaration of Land Border" of this XL file.

<b>Offer Reference No. with date.</b>	..... Dtd .....
<b>Vendor's Name</b>	.....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

### Annexure-3

#### DEVIATIONS STATEMENT- TECHNICAL

<b>Tender No.</b>	SS/B568-304-YE-MR-1501/45
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**The bidder confirms that:**

**Following are the only deviations to the technical terms and conditions if considered unavoidable . Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.**

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder
1				
2				
3				
4				
5				NO DEVIATION
6				
7				
8				
9				
10				

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

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

<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....

Move to next Work Sheet ----->

**Annexure-4**

**DEVIATIONS STATEMENT-COMMERCIAL**

<b>Tender No.</b>	SS/B568-304-YE-MR-1501/45
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**The bidder confirms that:**

**Deviations taken in Agreed Terms & Conditions, if any, and the below are the only deviations to the commercial terms and conditions, if considered unavoidable. Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.**

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder
1				
2				
3				
4				
5				NO DEVIATION
6				
7				
8				
9				
10				

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

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

<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....

**Move to next Work Sheet ----->**

<b>Annexure- 6 " Unpriced BOQ"</b>		<b>Unpriced BOQ need not be filled in case GST Rates and HSN Codes are the same for all the line items to be added</b>
<b>Tender No.</b>	SS/B568-304-YE-MR-1501/45	
<b>Vendor's Name</b>	.....	
<b>Offer Ref No.</b>	..... Dtd .....	

<b>PRICE SCHEDULE</b>							
<b>(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )</b>							
NUMB	TEXT #	NUMBER	TEXT #			TEXT #	NUMBER #
Sl. No.	Item Serial no. of BoQ	Quantity	UoM	HSN Code	GST Rate as applicable	Quoted Currency in INR / Other Currency	Please mention "Quoted" / "Not Quoted"
1	2	4	5			12	13
1						INR	Quoted
2						INR	Quoted
3						INR	Quoted
4						INR	Quoted
5						INR	Quoted
6						INR	Quoted
7						INR	Quoted
8						INR	Quoted
9						INR	Quoted
10						INR	Quoted



**Annexure -7**

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

**In the case of 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 black listing or holiday listing and/or inquiry and in absence thereof state "NIL")

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

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

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

**In the case of Company:**

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

**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")

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Limited shall have 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.

<b>Offer Reference No. with date.</b>	..... Dtd .....
<b>Vendor's Name</b>	.....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....



**ANNEXURE-9**

**VENDOR BANK DETAILS**

To  
 Indian Oil Corporation Ltd. (Refineries Divn)  
 Scope Complex, Core- 2  
 Lodhi Road  
 New Delhi – 110 003

Dear Sir,  
 With reference to the P.O. / W.O / Contract if awarded to us by IOCL against this tender, 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 is as under:

Sl.No.	Particulars	:	Details
i	Name and address of the Beneficiary	:	
ii	Account Number of Beneficiary	:	
iii	Account Classification (CA/ CC -11 or 29) & SB- 10 as per Cheque leaf.	:	
iv	Name and address of the Bank Branch (where payments are to be sent by IOCL)	:	
v	Branch Name / Code	:	
vi	The 9 Digit MICR code of the Branch (as appearing on the MICR cheque)	:	
vii	IFSC Code of the Bank Branch for RTGS mode.	:	
viii	IFSC Code of the Bank Branch for NEFT mode	:	
ix	E-mail ID of Beneficiary	:	
x	Any other Particulars (to be advised by Beneficiary for the E-payments purpose).	:	
xi	Vendor Code (to be filled by IOC's Deptt. Only)	:	
xii	PERMANENT ACCOUNT NUMBER	:	
xiii	MOBILE NUMBER (FOR SMS ALERTS)	:	
xiv	CIN No. Of Company (If Any)	:	

A blank copy of a cancelled cheque / photocopy of the cancelled cheque relating to the above account number for verifying the accuracy of the bank account details is enclosed.

A copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.

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

- Encl.:
- (1) One cheque / photocopy of cheque duly cancelled
  - (2) copy of PAN Card
  - (3) Certificate of Incorporation with CIN details
  - (4) Telephone or Electricity Bill for address proof

- Notes:**
- 1. Verification from your bank on the above bank details required only in case :
    - (a) Vendors not providing a cancelled cheque leaf or if vendors name is not printed / appearing on the cancelled cheque leaf submitted to IOCL Office.
    - (b) Change in existing bank details.

Vendor's Name	.....
Authorised Person's Name (s):	.....
Designation	.....
Email ID (s)	.....
Mobile No. (s)	.....
Tel. No. (s)	.....
Fax No.	.....
Address	.....

**ANNEXURE-10**

**Declaration by the bidders regarding non-tampering  
of tender documents**

<b>Tender No.</b>	<b>SS/B568-304-YE-MR-1501/45</b>
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**We hereby declare that none of the tender documents have been tampered with. In case of tampering of tender documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL.**

<b>Vendor's Name</b>	.....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

**ANNEXURE-11**

**Contact Details of Vendor**

<b>Tender No.</b>	<b>SS/B568-304-YE-MR-1501/45</b>
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

**Please fill up the details below:**

<b>Designation</b>	<b>Name</b>	<b>Telephone Nos.</b>	<b>Mobile nos.</b>	<b>E mail ids</b>
<b>CEO / CMD</b>				
<b>Country Manager</b>				
<b>Area Manager</b>				
<b>Marketing Manager</b>				
<b>Sales – Head</b>				
<b>Contact Person(s) for this Tender</b>				
<b>Contact Person at Delhi, if any</b>				

- Note:**
1. Designations are indicative only. Actual designations may please be mentioned.
  2. All the concerned persons in the hierarchy must appear in the above list.
  3. In case of multiple phone nos., mobile nos., e-mail IDs, the same may also please be given

**ANNEXURE-12**

**ACKNOWLEDGEMENT OF TENDER**

**( ONLY IN CASE OF LIMITED TENDERS)**

The Supplier is requested to mail the following statement within 2 working days of receipt of the enclosed Tender.

**Proforma for Acknowledgement Letter to Tender**

Email: IOCL e mail ids provided in Notice Inviting Tender  
Vendor's Ref. No.:  
Date:  
To : M/s Indian Oil Corporation Ltd., Refineries Division, New Delhi/ ..... Refinery  
Attention: Tender inviting authority  
Subject : Response against your "Tender" No.: \_\_\_\_\_ for \_\_\_\_\_ (specify item) for  
\_\_\_\_\_ PROJECT

Dear Sir,

We acknowledge receipt of your above referred TENDER and confirm that ( CHOOSE THE APPLICABLE OPTION):

- i) We will be submitting offer so as to reach you within the due date.
- ii) We regret to quote as:

Yes
No

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name:

Designation:

Company name, address and Seal:

Fax no.:

E mail :

Ph no.:

Mobile no.:

**ANNEXURE-13**

**PEROFORMA FOR DECLARATION ON NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

Tender No.	SS/B568-304-YE-MR-1501/45
Vendor's Name	.....
Offer Ref No.	..... Dtd .....

I/ We hereby declare that I/We /M/s ..... declare that :

	<b>Choice</b>
(i) I / We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.	Yes

**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)	No
---	----

*Note:- Select the appropriate choice against sl no i. Option against Sl no ii is conditional to chosen Option against Sl No i*

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: .....

Name of Signatory : .....

**ANNEXURE-14A**

**CERTIFICATE FOR DECLARATION OF RESTRICTION FOR BIDDERS  
FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**

**Proforma for certification to Tender**

Email: IOCL e mail ids provided in Notice Inviting Tender  
Vendor's Ref. No.: ..... Dtd .....  
Date:  
To : M/s Indian Oil Corporation Ltd., Refineries Division, New Delhi/ ..... Refinery  
Attention: Tender inviting authority  
Subject : Response against your "Tender" No.: SS/B568-304-YE-MR-1501/45  
for IOCL BITUROX PROJECT

Dear Sir,

I have read the clause 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 regards and is eligible to be considered.

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name: .....

Designation: .....

Company name, address and Seal: .....

Fax no.: .....

E mail : .....

Ph no.: .....

Mobile no. ....

**ANNEXURE-14B**

**CERTIFICATE FOR DECLARATION OF RESTRICTION FOR BIDDERS  
FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA [IN CASE OF  
TRANSFER OF TECHNOLOGY (ToT)  
ARRANGEMENT]**

**Proforma for certification to Tender**

Email: IOCL e mail ids provided in Notice Inviting Tender  
Vendor's Ref. No.: ..... Dtd .....  
Date:  
To : M/s Indian Oil Corporation Ltd., Refineries Division, New Delhi/ ..... Refinery  
Attention: Tender inviting authority  
Subject : Response against your "Tender" No.: **SS/B568-304-YE-MR-1501/45**  
for IOCL BITUROX PROJECT

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.

OR

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement.

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name: .....

Designation: .....

Company name, address and Seal: .....

Fax no.: .....

E mail : .....

Ph no.: .....

Mobile no. ....

**ANNEXURE-19**

**PROFORMA FOR DECLARATION OF INSIDER TRADING PREVENTION**

<b>Tender No.</b>	<b>SS/B568-304-YE-MR-1501/45</b>
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

I/We, declare that :

The organization shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Indian Oil shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name: .....

Designation: .....

Place .....

Company name, address and Seal: .....

Fax no.: .....

E mail : .....

Ph no.: .....

Mobile no.: .....



	<b>BIDDING FORM</b>							
		<table border="1" style="border-collapse: collapse;"> <tr> <td style="padding: 2px;">Rev</td> <td style="padding: 2px;">01</td> <td style="padding: 2px;">Page</td> <td style="padding: 2px;">1</td> <td style="padding: 2px;">of</td> <td style="padding: 2px;">5</td> </tr> </table>	Rev	01	Page	1	of	5
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**Annexure-15**

**COMPLIANCE TO BID REQUIREMENT  
(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)**

**TITLE OF SUPPLY: DISTRIBUTED CONTROL SYSTEM  
BIDDING DOCUMENT / RFQ NO.: SS/568-304-YE-MR-1501/45**

We..... (\*) hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by EIL.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.

\*\*

For and on behalf of

Authorised signatory  
 (Name and signature of authorized  
 signatory) Date:

\*Here fill in the name of bidder.

\*\* The bid compliance letter must be signed by the person (s) authorized to sign.

	<b>BIDDING FORM</b>					
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**Annexure-16**

**SELF DECLARATION**

**TITLE OF SUPPLY: DISTRIBUTED CONTROL SYSTEM  
 BIDDING DOCUMENT / RFQ NO.: SS/568-304-YE-MR-1501/45**

**NAME OF BIDDER : \_\_\_\_\_**

Bidder's declaration as furnished in the here shall supersede the stipulations mentioned elsewhere in their bid:

SL. NO.	DESCRIPTION	BIDDER'S DECLARATION
1.	We confirm that we are not on Holiday/ Suspension /Banning List / Negative list of IOCL or MoPNG or Holiday/ Negative list of EIL on due date of submission of bid.	<b>CONFIRMED</b>
2.	We confirm that we are not banned or delisted or black listed by any government department/ public sector on due date of submission of bid.	<b>CONFIRMED</b>
3.	We confirm that we are not under liquidation, court receivership or similar proceedings.	<b>CONFIRMED</b>
4.	Confirm that none of the directors of bidder is a relative of any director of EIL or the bidder is a firm in which any director of EIL or his relative is a partner of the bidder or a private company in which any director of EIL is a director.	<b>CONFIRMED</b>
5.	We confirm that the content of the Enquiry Document including Price Schedule and Corrigendum / Addendum / Amendment (if any) have not been altered or modified.	<b>CONFIRMED</b>
6.	We confirm that all authenticated documents submitted for meeting the BQC (if required) and Documents for Purchase Preference to MSEs (if any) are certified as per RFQ/ Bidding Document.	<b>CONFIRMED</b>

**SIGNATURE OF BIDDER : \_\_\_\_\_**

**COMPANY SEAL : \_\_\_\_\_**

<b>BIDDING FORM</b>				
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**Annexure-17**

**FORMAT FOR BIDDERS' QUERIES**

**TITLE OF SUPPLY: DISTRIBUTED CONTROL SYSTEM  
 BIDDING DOCUMENT / RFQ NO.: SS/568-304-YE-MR-1501/45**

**NAME OF BIDDER** : \_\_\_\_\_

SL. NO.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	EIL REPLY
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		

**NOTE:**

1. The Pre-Bid Queries may be sent by e-mail to concern persons, the details of which is provided in BDS.
2. Also send the editable soft format through email.

**SIGNATURE OF BIDDER** : \_\_\_\_\_ **WITH SEAL/STAMP**

<b>BIDDING FORM</b>				
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**Annexure-18**

**TAX RESIDENCY CERTIFICATE - NA**

TRC obtained by the Non-Resident from Government of Foreign Country shall contain the following particulars:

- (a) Name of the assessee;
- (b) Status (individual, company, firm etc.) of the assessee;
- (c) Nationality (in case of individual);
- (d) Country or specified territory of incorporation or registration (in case of others);
- (e) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- (f) Residential status for the purposes of tax;
- (g) Period for which the certificate is applicable; and
- (h) Address of the applicant for the period for which the certificate is applicable;



## SPECIAL PURCHASE CONDITIONS (SPC)



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## SPECIAL PURCHASE CONDITIONS (SPC)



# SPECIAL PURCHASE CONDITIONS (SPC)



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ANNEXURE – E (Clauses w.r.t. taxation)

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## SPECIAL PURCHASE CONDITIONS (SPC)



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### 1.0 INTRODUCTION

- 1.1 These Special Purchase Conditions (SPC) shall be read in conjunction with the General Purchase Conditions (GPC), Material Requisition and any other document forming part of this RFQ wherever the context so requires.
- 1.2 Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC then unless a different intention appears, the provision(s) of the SPC shall be deemed to override the provision(s) of GPC only to the extent that such repugnancy of variations in the SPC are not possible of being reconciled with the provisions of GPC.

### 2.0 PAYMENT TERMS

In partial modification to the payment terms as mentioned in the General Purchase Conditions, the payment terms in Bid Data Sheet shall be applicable.

#### 2.1 NOTES TO PAYMENT TERMS:

- 2.1.1 1st Milestone payment shall be released only after receipt of CPBG (wherever applicable) and manufacturing schedule (in template available on eDMS portal).
- 2.1.2 Prorate payments shall be applicable on dispatch of material. In case of equipment, prorate shall not be on part of equipment.
- 2.1.3 In case of indigenous SUPPLIERS, wherever taxes/duties are separately indicated, the order value shall be exclusive of SGST & CGST/ IGST. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of Original GST Invoice as detailed in clause 11.
- 2.1.4 Certification identification of major raw material, in the above payment terms, shall be carried out by IOCL/ EIL/TPI agency, as applicable.
- 2.1.5 All final technical documents as per technical specifications provided in PR, in the required number of copies, MUST be sent to Engineers India Limited before shipment of the equipment. LC shall specify that payment shall be released with EIL certificate of receipt of technical documents as one of the negotiable documents. In case the SUPPLIER does not submit these documents to EIL prior to despatch clearance, SUPPLIER will claim payment after deducting 5% of their payment due against shipment. This 5% payment shall be made through wire transfer against certification by EIL.
- 2.1.6 All dispatches shall be made only after receipt of Despatch Clearance from IOCL / EIL.
- 2.1.7 No initial advance payment along with order shall be made by Owner against supplies as well as services (i.e. supply, transportation, erection, site work etc.).
- 2.1.8 Total progressive payments shall be limited to maximum as specified above, against receipt of advance bank guarantee for equivalent amount. No progressive payments at any stage other than those milestones specifically mentioned in payment term shall be payable by IOCL.
- 2.1.9 All Bank guarantee will be issued directly to IOCL by the Bank and SUPPLIER shall enclose copy of the same along with invoice. Banks shall be informed to send a separate confirmation immediately on request of IOCL to expedite processing at IOCL" s end.
- 2.1.10 All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.
- 2.1.11 IOCL shall establish the Letter of Credit only on receipt of SUPPLIER" s acknowledgement to Fax of Acceptance / Purchase Order (whichever issued earlier) and on submission of 10% Contract Performance Bank Guarantee (CPBG) by SUPPLIER to IOCL.



## SPECIAL PURCHASE CONDITIONS (SPC)



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- 2.1.12 Format for Advance Bank Guarantee (ABG) is enclosed as Annexure –F. Format for Contract Performance Bank Guarantee (CPBG) is enclosed as Annexure – C to the General Purchase Conditions.
- 2.1.13 Regarding Foreign Order ABGs: Deleted
- 2.1.14 Indigenous Order ABGs and CPBGs shall be addressed to Indian Oil Corporation Limited, Project site Address (which will be indicated in the Purchase Order) and shall be sent to Project Site only.
- 2.1.15 For indigenous SUPPLIERS, in case of direct negotiation of despatch documents payment shall be released only after receipt of materials at site.
- 2.1.16 Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO (whichever is issued earlier) for EIL/OWNER" s approval (wherever applicable). Suppliers requiring multiple despatches will restrict the number of despatches to maximum three, unless agreed otherwise by EIL/ IOCL.
- 2.1.17 In case, delivery basis is on FOT Project Site, deduction on account of delay in delivery (if any) shall be made from milestone payment due immediately after the receipt of material at site.
- 2.1.18 Letter of Credit for foreign supplier shall be opened through a Govt. of India Nationalized / Scheduled Bank and hence need not be confirmed. However, if supplier still insist for confirmed L/C, confirmation charges shall be borne by supplier.
- 2.1.19 In case of Columns/Vessels/Reactors where Template to be supplied by Supplier, 15% payment against raw material identification shall be split in 1%+14% and it shall be specified that 1% payment out of 15% shall be paid after receipt of templates at site. Supplier has to ensure supply of templates within two month from the approval of drawings at least in code.
- 2.1.20 Payment against Billing Breakup shall be made upto 90% of the payment due against dispatch. Beyond that, payment shall be made only after completion of the entire supply. Maximum number of invoice, for payment purpose, against a billing breakup shall be fixed
- ### 3.0 SPARES
- 3.1 Quoted prices shall be inclusive of all Mandatory Spares and Commissioning spares and special tools and tackles, as per the technical specifications and scope provided in MR.
- 3.2 All spares quoted by suppliers against the specified MR requirement will be evaluated and recommended for ordering with the main equipment except recommended two years operation and maintenance spares. In case a supplier does not quote for all spares, they shall absorb the price of spares and confirm the complete scope of MR in quoted price.
- 3.3 Commissioning spares and special tools and tackles, if required and mentioned in MR, will be considered for price evaluation and recommended for ordering as quoted by Suppliers. However, Supplier shall be fully responsible and no additional cost shall be paid by IOCL in case commissioning spares/ special tools & tackles over & above those quoted by supplier are required.
- 3.4 Bidders are requested to quote for their recommended two years operation and maintenance spares but the same will not be considered for price evaluation. The prices quoted for recommended two years operation and maintenance spares shall remain valid upto 2 years validity beyond the contractual completion/delivery period of Order. Order of recommended two years operation and maintenance spares may be placed by IOCL separately, if required. Spares and its quantity shall be decided by IOCL at the time of Order for two years operation and maintenance spares.





## SPECIAL PURCHASE CONDITIONS (SPC)



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### 4.0 TESTING REQUIREMENT

4.1 The quoted Prices shall be inclusive of all testing requirement as per Material Requisition.

### 5.0 INSPECTION

5.1 All Material (Both Indigenous and Imported) shall be inspected by any Third Party Inspection Agency (TPIA) out of the following:

- i. ABS INDUSTRIAL VERIFICATION (INDIA) PVT. LTD
- ii. APAVE ASSESSMENTS INDIA PVT. LTD
- iii. BUREAU VERITAS (INDIA) PRIVATE LIMITED
- iv. CERTIFICATION ENGINEERS INTERNATIONAL LTD
- v. INTERNATIONAL CERTIFICATION SERVICES PVT. LTD.
- vi. INTERTEK INDIA PVT LTD
- vii. LRQA INSPECTION SERVICES INDIA LLP
- viii. MEENAAR GLOBAL CONSULTANTS LLP
- ix. PROJECT AND DEVELOPMENT INDIA LTD
- x. QUALITY EVALUATION AND SYSTEM TEAM PVT. LTD
- xi. SGS INDIA PRIVATE LIMITED
- xii. TATA PROJECTS LIMITED
- xiii. TUV INDIA PVT LTD
- xiv. TÜV RHEINLAND (INDIA) PVT. LTD.
- xv. VCS QUALITY SERVICES PVT. LTD

- 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 to be shared by vendor with IOCL. In case vendor changes the TPI, the vendor shall share the reason for change of TPI and its name with IOCL again. X
- 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.

5.2 Bidder's quoted price shall be inclusive of TPI charges.

5.3 Inspection shall be as per following:

- i) QAP will be approved by TPIA incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order / Contract document.
- ii) The Inspection release note issued by the Third Party Inspection agency shall clearly stipulate that materials/equipment have been inspected as per Code-3 approved drawings and approved QAP.
- iii) Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority issuing the final inspection certificate.
- iv) TPIA shall Review/ Approve SUPPLIER's various procedures like NDT Procedure, Performance Test procedure, Pressure test procedure, PMI procedure and PWHT procedure etc. prior to start of inspection activities.
- v) TPIA shall carry out inspection of all Project items covered in "List of Equipment" as per the following documents:
  - a. Purchase order placed on SUPPLIER



## SPECIAL PURCHASE CONDITIONS (SPC)



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- b. Purchase Requisition issued to the SUPPLIER
  - c. Approved Drawings by EIL / IOCL
  - d. Approved QAP/ ITP
  - e. Approved Supplier Documents
  - f. Deviations if any duly approved by EIL/IOCL
  - g. Applicable Codes & Standards
  - h. Procedures approved by TPIA and accepted by EIL / IOCL
- vi) TPIA shall carry out physical verification of spares for quantity, quality and compliance to requirements.
- vii) EIL/IOCL reserves the right to visit supplier/ sub vendor works at any stage of execution.
- viii) All packing list with the equipment, i.e. manuals, drawings, equipment catalogues, etc. shall be certified by TPIA Inspection engineer as packed. TPIA shall verify Packing as per PMS (Packing & Marking Specifications) attached with PR. Special attention shall be paid to sea worthy packing for all goods accordingly. Packing inspection report shall also be furnished by TPIA.
- ix) TPIA shall verify availability of statutory approvals for use of Electrical / Instrumentation items for related hazardous area classification defined in the documents. TPIA shall issue IRN after verification of all such statutory approved documents.
- x) TPIA shall sign „As-Built“ drawings and Certify completeness of Final Documents by ensuring required numbers of data folders including soft copies submitted by the SUPPLIER to IOCL / EIL as per approved SUPPLIER data/Document control Index (DCI).
- xi) During course of order execution, if any TPIA is blacklisted / holiday listed from the list provided in the tender. The supplier shall not engage the TPIA upon receipt of written instruction from IOCL/EIL.

### 6.0 TRANSPORTATION

#### 6.1 Indigenous Bidders

6.1.1 Indigenous suppliers are required to dispatch the goods on FOT/ FOR dispatch point basis/ FOT Site basis, as mentioned in RFQ Covering letter, through any of the bank approved Transporters. Any deviation shall be subject to prior approval of Owner/EIL

6.1.2 Transportation charges for the items shall be quoted separately as per requirement / scope of MR.

#### 6.2 Foreign Bidder

##### 6.2.1 Ocean Freight

6.2.1.1 Ocean transportation from FOB Major International Gateway Seaport of Exit to Port of Entry in India shall be arranged by IOCL (for FOB Orders) through their nominated freight forwarder. Similarly, for air freighted items on FCA International Airport of Exit basis arrangement shall be done by IOCL through their nominated consolidation agent.

6.2.1.2 Supplier shall arrange handing over the material to IOCL designated freight forwarder/ Consolidation agent at the designated port of exit.

6.2.1.3 Following shall be the seaport / Airport of Entry in India:

- Kolkata/Nhava Shava (Mumbai) Seaport, in case of ocean transportation



## SPECIAL PURCHASE CONDITIONS (SPC)



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OR

Kolkata/Mumbai Airport, for Air Transportation,

- 6.2.1.4 Bidder shall also be required to quote the ocean/ Air freight charges, as applicable from nearest Seaport of Exit to above port of Entry in India. The quote for ocean freight up to Kolkata/Nhava Shava (Mumbai) Seaport of entry is for comparison of bids and will not in any way, limit the Owner's right to contract on different terms.
- 6.2.1.5 List of acceptable international seaports / airports for containerized cargo is enclosed as Annexure-C. Bidders shall have to choose from the nearest / most convenient seaport to them and indicate in their offer. No other port shall be acceptable. However, for despatch from North America / Africa / Australia / South America, vendors shall be allowed to choose any major international gateway seaport of exit in the respective area.
- 6.2.1.6 Owner reserves the right to place the order on any of the specified price basis (FOB or CFR). In case of award, initially the Fax of Acceptance (FOA) shall be placed on FOB basis and Owner / EIL reserves the right to convert the same to CFR basis at a later date. Therefore bidder's quoted ocean freight charges should be valid for the entire duration of contract.
- 6.2.1.7 In case of CFR contract, all shipments of break bulk material and containerized cargo shall be made by suitable vessels certified for sea worthiness and complying with National/ International safety regulations and age of the vessel being less than 25 years. Supplier to coordinate with IOCL nominated Customs House Agent for smooth discharge/delivery of the cargo at the Port of arrival.
- 6.2.1.8 Quoted Ocean freight charges for Break Bulk cargo delivery shall be on FLT (Full Liner Terms), i.e., all charges at destination port shall be borne by the supplier till the cargo is unloaded on to the wharf /vehicle as the case may be. No Trans-shipment is permitted for Break Bulk Cargo.
- 6.2.1.9 The Supplier shall not be allowed to change port of Shipment after quoting.
- 6.2.1.10 The BIDDER will be required to furnish firm cargo details containing weight, dimensions, no. of packages, no. & type of containers required & Port of shipment. In case the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by OWNER will be to SUPPLIER's account. However, SUPPLIER shall furnish the shipping details viz. Net/ Gross weight, Volume of consignment, number of packages with dimensions at least two month before the expiry of validity of Ocean Freight. In the event of any delay by SUPPLIER, the quoted Ocean Freight charges shall remain valid till the shipment. IOCL reserves the option to ask the bidder to arrange shipment at the quoted freight rates.
- 6.2.1.11 In case of break-bulk consignment, bidders shall be allowed to quote from the nearest major International Gateway Seaport of Exit.
- 6.2.1.12 The freight charges shall be quoted by bidder considering inclusion of the following:
- 21 Days Free Period for Containers
  - Destination Charges like Terminal Handling Charges, Delivery Order Charges.

### 7.0 COMPREHENSIVE MARINE-CUM-ERECTION INSURANCE

- 7.1 Comprehensive Insurance (Transit/ Marine cum storage, erection, till handing over of equipment) shall be arranged by IOCL. Therefore the same shall not be included in the quoted prices. However, all transit insurance up to FOB / FCA International Sea / Air Port of Exit must be included in the quoted Price.



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### 8.0 CURRENCY OF BID

8.1 Bidding currency shall be Indian Rupees for Indian bidders and single free foreign currency out of US Dollar / Euro / JPY / SGD /GBP or Foreign Bidders. Foreign bidder shall quote prices in one foreign currency.

8.2 Currency once quoted will not be allowed to be changed. Owner / EIL shall not be compensating for any exchange rate fluctuation.

8.3 In case of any Indian supply or services quoted by foreign supplier in their bid (Applicable in case of global enquiry), the same shall be quoted only in INR clearly indicating in the offer the name and contact details of the Indian party on whom the order has to be placed.

For this purpose, the Indian sub-supplier's name, material/ services and corresponding price in Indian Rupees, shall be clearly spelt out in the bid of foreign SUPPLIER. In case a foreign supplier sources supplies/ services within India, the applicable terms & conditions shall be as per Annexure-B to SPC. However, Separate Placement of Order for Indian supply or services shall be subject to EIL/IOCL's acceptance

In case, a foreign SUPPLIER order involving part supply/site work/site services in INR separate orders shall be issued with following interlinking clause.

- a) In addition to this purchase order No. ...., dt..... on M/s ....., M/s....., is aware that IOCL had awarded another purchase order No..... dt..... for , on M/s ....., these two orders are intended for the Completion of complete scope of work as per Purchase Requisition Document, as an integrated package. M/s ..... (Principal bidder) assumes complete responsibility for smooth execution, delivery, performance guarantee, back-up guarantees, project management, and Price reduction for delay, liabilities and responsibilities arising out of both the orders in such a manner appropriate to the Completion of complete order as per Purchase Requisition Document. Both these orders are linked to each other and that the splitting of order into two orders, will not lead to any kind of understanding that these two orders, are separate from each other. M/s .... (Principal Bidder) will be responsible for the technical back-up guarantee for both the orders as well as performance bank guarantee. In case of delay in execution of either of the two orders the price reduction for delay in delivery shall be computed on the total order value of both the orders.

8.4 Single Order will be issued for Indian supplier covering entire scope of Material Requisition.

### 9.0 GUARANTEE

9.1 Guarantee period shall be as per Defect Liability Period of General Terms and Conditions of Purchase Condition (GPC) and shall be as per clause no. 14. "Warranty of Title" & 16. "Acceptance of Materials & Guarantees" of GPC.

9.2 In case bidder is qualifying under make in India Policy, as per Material Requisition, i.e., based on bidder being an Indian Subsidiary of a Foreign Principal and the technical qualification criteria is met by the foreign principal OR by the Foreign Principal" s holding company OR by another subsidiary of the Foreign Principal called Group Company, then: Guarantee period shall be 12 months over & above guarantee period specified in GPC.

### 10.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

10.1 Within 15 days from the date of issue of Purchase Order (PO) / Fax of Acceptance (FOA), whichever is earlier, the Seller shall furnish Contracts cum Performance Bank Guarantee in the



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form of Bank Guarantee as per the Owner" s proforma (enclosed with Enquiry document) for an amount equivalent to **5%/10% of Total Order Value**.

- 10.2 In case bidder is qualifying under make in India Policy, as per Material Requisition, i.e., based on bidder being an Indian Subsidiary of a Foreign Principal and the technical qualification criteria is met by the foreign principal OR by the Foreign Principal" s holding company OR by another subsidiary of the Foreign Principal called Group Company, then an **additional Contract cum Performance Bank Guarantee** shall be for an amount equivalent to **5% of the order value** as applicable.

In addition, if the bidder is getting qualified based on the credentials of Foreign Principal, then both the bidder and Foreign Principal shall be jointly and severally responsible for order execution and the principal shall furnish a "Corporate Guarantee" from an authorised signatory committing their continued support to the bidder, to ensure that buyer" s interests are protected. In case bidder is getting qualified based on PTR from Group Company, then the Foreign Principal, Group Company and the bidder shall be jointly and severally responsible for order execution and Corporate Guarantee shall also be submitted by Group Company in addition to the Corporate Guarantee from Principal.

Further, a declaration in this regard on their company letter head is to be submitted by each of them i.e. the bidder, Foreign Principal and Group Company (if applicable) along with the bid.

- 10.3 Total Order Value shall mean supply price (FOT dispatch point price for Indian bidder and FOB/ FCA price for foreign bidders) plus site work (wherever applicable) but excluding taxes & duties, transportation, supervision services and any other charges.
- 10.4 Indemnity Bond/Corporate Guarantee in lieu of CPBG shall not be accepted.
- 10.5 The proceeds of the CPBG shall be appropriated by the Owner as compensation for any loss resulting from the Seller's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions of CONTRACT.
- 10.6 This CPBG shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee/Defect Liability.
- 10.7 The CPBG shall be denominated in the currency of order only. Bill selling foreign exchange rate of State Bank of India, New Delhi on the day of price bid opening shall be considered for currency conversion. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening shall be considered.
- 10.8 The Contract cum Performance Bank Guarantee shall be valid for the duration of 3 months beyond the expiry of Warrantee/Guarantee/Defect Liability period. The Bank Guarantee will be discharged by OWNER not later than 2 months from the date of expiration of the Seller" s entire obligations, including any warrantee obligations, under the CONTRACT.
- 10.9 It will be the responsibility of the Seller to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of Seller" s Performance shall be replenished by the Seller within two weeks thereof.
- 10.10 Failure of the successful bidder to submit the above-mentioned **Contract cum Performance Bank Guarantee** shall constitute sufficient ground for the annulment of the award.
- 10.11 Contract cum Performance Bank Guarantee shall not be applicable for order value up to Rs. 25.00 Lakh.



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10.12 For cases of procurement of piping, electrical and instrumentation bulks and consumables and also against bulk chemicals, vendor shall furnish PBG equivalent to 5% of the order value at the time of dispatch and the same shall be valid till delivery period plus six months. In case a vendor does not furnish PBG, prorata payment of 5% shall be deducted from vendor's invoice and retained for a period of final delivery date plus 6 months.

10.13 Wherever applicable for equipment and packages, Performance Bank Guarantee shall be furnished for 10% of order value unless otherwise specified in the tender documents. Performance Bank Guarantee (equivalent to 10% of the basic order value for Supply plus Site Work) shall be submitted.

### 11.0 TAXES/ DUTIES

11.1 As per Annexure-E to SPC

### 12.0 FIRM PRICES

12.1 The prices shall be firm and fixed and not subject to any variation, until specified in Bidding Document elsewhere.

### 13.0 PRICE REDUCTION SCHEDULE (PRS)

13.1 This clause shall be as per Cl. 12 of IOCL's General Purchase Condition. The exceptions are given in 13.1.1 & 13.1.2 below:

13.1.1 In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved for the package).

13.1.2 In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables, steel etc.); price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

13.2 Wherever the supply period and site work are indicated as two separate periods and notice of site readiness is required for site work, intervening period, if any, shall be excluded, while calculating the price reduction for delay. Also In case supplier has delayed the supply beyond CDD, irrespective of actual date of completion of contract (i.e. Site work) price reduction for delay will be applicable.

13.3 The total order value for the purpose of PRS shall be FOB Port of Exit Price / FOT Despatch Point Price plus Site work price (if any)

13.4 For the purpose of PRS, part there of shall be considered as one week.

13.5 In case of delay in delivery, bidder shall submit credit note/adjustment in GST invoice for PRS, if applicable, on account of delay in delivery.

### 14.0 COMMERCIAL LOADING OF OFFERS: (For Applicability of this clause, Refer BDS)

14.1 IN CASE OF DEVIATIONS: It may be noted that deviation to commercial terms indicated in this tender document may not be allowed even though loading has been indicated in this section. This loading shall be applicable only if Owner allows the deviation to any of the indicated commercial terms.

#### BASIS OF LOADING

The Bids shall be loaded on FOT Despatch Point (Ex Works/Basic plus P&F Charges plus TPI / Other Inspection Charges) basis for Indian vendors and FOB Port of Exit basis for Foreign vendors.



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Bidders are requested to submit the offer in line with terms and conditions provided in Tender document.

### 14.1.1 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)

Contract cum Performance Bank Guarantee for Defect Liability Period shall be required for all cases of Supplies. In case a supplier offers to give a CPBG for less than 5%/10% of order value, loading shall be done for the differential amount.

In case of Differential Amount and Period

S. No.	Amount Offered by Bidder	Loading
a)	5% or 10% (as applicable)	Nil
b)	Less than 5% or 10%	Differential between the offered percentage and 5% or 10%
c)	Less period than required	Amount * Differential Period/ Required period

### 14.1.2 DELAYED DELIVERIES (CONSIDERING GPC CLAUSE OF 0.5% DELAYED ~ 5% TOTAL)

The difference between the quantum as per GPC and that offered by the bidder shall be loaded. For non-acceptance of this clause or for accepting Liquidated Damage, loading of 5% shall be done. In case the clause as per IOCL GPC is accepted but with maximum limit indicated as 5% of undelivered order value (not applicable for package items), loading of 2.5% shall be done.

### 14.1.3 PAYMENT TERMS

The payment terms applicable should be clearly indicated. Loading shall be done on the differential amounts at a rate of 10.33% per annum simple interest or otherwise as defined in the tender for the following periods:

- (a) Drawing approval – 80% of the delivery period.
- (b) Receipt of raw materials at Supplier's works – 50% of the delivery period.
- (c) 5% against receipt of technical documents after despatch of materials – one month.
- (d) Final 10% against despatch document - one month.
- (e) Freight charges against despatch documents – Entire freight charges for one month.

14.2 IN CASE of UTILITIES Consumption: Cost loading in respect of utilities etc. will be considered as per respective MR/Technical Specification stipulation.

## 15.0 EVALUATION CRITERIA FOR COMPARISON OF BIDS:

15.1 Following costs, taxes, duties etc., as applicable, shall be used for evaluation of bids:

- Basic cost (including special tools and tackles) (Basis: FOT Despatch point Price / FOB port of Exit / FCA port of Exit)
- Cost of mandatory and commissioning spares,
- Third Party Inspection charges, and Other Inspection charges, if extra
- Packing & Forwarding charges [ P&F], if extra.



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- All taxes and duties applicable in India for both Indian and foreign bidders.
- FOB charges in bidder's country (in case of foreign vendors),
- Port handling charges (for foreign SUPPLIERS)
- Freight (including inland freight charges in case of foreign bidders),
- Testing charges,
- Transit Insurance @ 0.5%
- Site work charges, if applicable
- Site supervision services charges (for number of days as informed in tender), if applicable
- PWAMC charges, if applicable
- 3D Modelling Charges, if applicable
- Training charges, if applicable
- Hazop Charges, if applicable
- Any other Prices as per Scope of MR
- Commercial Loading on account of permissible commercial deviation as per Clause no. 14.0 (if any)
- Cost loading in respect of utilities etc. will be considered as per respective MR Stipulation.
- Loading for cylinder rental charges, if applicable

### NOTE:

- i) While calculating loading factors and landed cost, marine insurance shall be deducted after deriving the assessable value, in case of Foreign Bidders.
- ii) Deleted
- iii) Evaluation shall take into consideration Government of India guideline with respect to Purchase Preference applicable to Central PSUs, Micro and Small Enterprises (MSEs) as well as any applicable Government of India Guidelines.
- iv) Bid evaluation will be done considering GST rates and HSN quoted by the bidder shall be treated final and bids shall be evaluated on Gross tax basis i.e. after including amount of GST. Any higher rate of tax actually invoiced shall be adjusted in price.
- v) In case of tie between two or more bidders at L-1 position,
  - In case quantity can be equally divided, the same shall be divided equally amongst the bidders.
  - In case quantity cannot be equally divided / does not make commercial sense to divide, discount may be taken from all the lowest bidders and ordered on the lowest bidder (after discount). Discount shall be sought without the need for further approval.
  - In case there is still a tie, the bidder with the maximum turnover or the bidder having the maximum order may be ordered the full quantity.

The above shall be governed by Government preference policies (like MSE, PPLC etc.) in vogue. This shall form part of tender documents.

Prices for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC), if any mentioned in Material Requisition/Technical Specifications/Scope of Tender or





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equivalent term shall be considered for evaluation. However, Purchase order for PWCAMC shall be placed separately by IOCL.

Ministry of Micro, Small and Medium Enterprises, Government of India have notified the public procurement policy (PPP), 2012 for facilitating promotion and development of Micro and Small Enterprises. Guideline for the same is appended under Miscellaneous Policies, which shall be complied with for evaluation and ordering.

### Testing and Inspection charges:

Goods and Services shall be subject to stage wise and final inspection by any of the Third Party Inspection (TPI) agencies (listed in SPC clause 5), and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner. Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies listed in the Instructions to Bidders, 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. It will be bidder's responsibility to arrange for third party inspection (if applicable for tender) and submit third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard Third party inspection charges for equipment / material / goods shall be included by the Supplier(s) in their quoted prices, from any one of the listed Third Party Inspection Agencies listed

### 15.2 **Where only Indian Bids are under comparison**

Bids shall be evaluated on the basis of Gross tax delivered cost at Projectsite considering the components relevant to indigenous supplies as indicated above.

Bids shall be evaluated after considering prices quoted for the components relevant to indigenous supplies as indicated above and the SGST & CGST or IGST quoted by the Bidder in price schedule format / BOQ.

15.2.1 Bidders shall have to quote firm freight charges upto Project site.

15.2.2 In case of ODC / OWC, Indian bidder shall mandatorily quote transportation charges exclusive of SGST & CGST or IGST up to project site, otherwise their offer shall be rejected in view of incomplete scope of work.

15.2.3 If a supplier/bidder does not quote freight charges and indicates that the freight is on to pay basis or extra at actual, then his ex-works price shall be loaded with the maximum freight charges quoted by other bidders or pro-rated (with respect to approximate distance) on maximum freight charges as quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is more. After Loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.

15.2.4 When a bidder does not mention anything about the freight component, the same shall be considered as "NIL" and no further confirmation from bidder shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.

15.2.5 If bidder has mentioned freight as "quoted" in the un-priced bid but in the price bid has not mentioned freight charges either in % or amount, then the price quoted shall be considered as inclusive of freight charges and no further confirmation from SUPPLIER shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.

15.2.6 Where bidder has quoted firm freight charges, documentary evidence of freight is not required. Bidder shall be paid as per freight quoted by them.



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- 15.2.7 In case a Bidder declares that he is not required to be registered under GST laws and Rules, he shall be treated as “Unregistered Taxable Person”. In such case, Owner is liable to pay GST under reverse charge and therefore for the purpose of evaluation, bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner
- 15.2.8 In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and HSN Code / Service Accounting Code (HSN / SAC) as determined by the Owner if Bidder has not confirmed or quoted the same.
- 15.2.9 For Supply of Chemicals/Gases, etc in Cylinders, Loading for cylinder rental charges: Bidders are requested to provide free rental period of \_\_\_\_\_ days for supplied cylinders. In case Bidder does not accept the same or quotes a rent free period less than the no. of days specified in the tender as above, loading shall be done for differential period for ..... cylinders
- 15.3 **Where only Foreign Bids are under comparison**  
Bids shall be evaluated considering the components scope relevant to imported supplies as indicated above.
- 15.3.1 **ODC / OWC cases:** Unless specifically mentioned otherwise, Foreign Bidders shall be required to quote firm freight charges up to
- Nhava Shava (Mumbai)/ Kolkata Seaport, in case of ocean transportation or Kolkata/Mumbai Airport, for Air Transportation.
- In case of package items requiring FOT site delivery & site work and services, the port clearance shall be done by the bidder and custom duty paid on-behalf of IOCL (Paid custom duty reimbursable against documentary evidence). The material so cleared at port of entry, shall be issued to bidder as free issue against necessary bond and further loading, local transportation and unloading (on site) shall be done by the bidder.
- Bidder shall mandatorily quote transportation charges (exclusive of GST) from Indian Port of Entry to Project site, otherwise offer shall be rejected in view of incomplete scope of work.
- 15.3.2 **For other than ODC / OWC cases:** Bidders shall be required to quote firm freight charges up to:
- Kolkata / Nhava Shava (Mumbai) Seaport, in case of ocean transportation or Kolkata / Mumbai Airport, for Air Transportation.
- In case a bidder declines to quote or does not quote firm freight, freight @ 6% of FOB price for Asia Pacific / Europe and 9% of FOB price for other places or the highest freight charges quoted by any other bidder against the RFQ, whichever is higher shall be loaded.
- In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @10% of Ocean Freight.
- IOCL will release the order on FOB basis with freight arrangement by its own freight forwarder but will have the option of changing to CFR Indian Port at a later date with freight charges payable up to a maximum of bidder’s quote. Ocean freight shall have to be kept valid for the entire duration of the order, irrespective of whether the order has been placed on FOB or CFR basis
- 15.3.3 Bids shall be evaluated on the basis of landed cost / total cost at Site including third party inspection charges by TPI Agency, all duties, taxes and transportation charges. Comparison cost shall be arrived at **considering Gross of tax** and the following:



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- i) F.O.B. price quoted by the bidder (including stowage charges in case of pipes)
- ii) Ocean freight as mentioned above
- iii) Marine insurance @ 1% of FOB price
- iv) Prevailing rate of Customs duty calculated on CIF Value.
- v) All taxes and duties applicable in India
- vi) Port handling charges @ 3% of FOB value.
- vii) Notional loading of Inland freight charges from Port of Entry to project site @ 2% of landed cost at Port of Entry
- viii) Inland Transit Insurance @ 0.5%,

Note: Safeguard and / or Anti-Dumping Duties on Tubes / Pipes / Hollow profiles of Iron, alloy or non-alloy steel or any items, as applicable, shall be considered for loading as per clause no. 11 above.

Foreign bids shall be compared considering the Bill Selling Rate released by State Bank of India as on the date of price bid opening. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening, shall be considered.

Third party inspection charges for equipment shall be included in the quoted price by the Suppliers. A restricted list of approved TPIs is given in Clause No. 5.0 above and Suppliers shall have to confirm to use services of one of these agencies. In case of IBR, Suppliers shall also have to include the charges in their basic price. No documentary evidence will be required for payment of TPI and IBR charges.

### 15.4 **Where Indian as well as Foreign Bids are under comparison**

15.4.1 **Domestic Bidders:** Bids shall be evaluated as explained in 15.2 above.

15.4.2 **Foreign Bidders:** Bids shall be evaluated on the basis of landed cost at Site as indicated in 15.3 above.

15.4.3 No EPCG benefit is applicable.

15.4.4 CGST & SGST or IGST shall not be included in the quoted prices and shall be payable extra at actuals on submission of Invoice. Payment of per diem charges shall be made after deduction of withholding tax/TDS.

### 15.5 **GENERAL**

15.5.1 Taxes and duties will be cost loaded as quoted by the bidder. However, if a SUPPLIER states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable at the time of evaluation of Bids.

15.5.2 Item rates (other than freight charges), which have not been quoted for in the first instance, will NOT be called for from the Bidders. The prices of such Bidders shall be evaluated based on loading by the highest quoted item rates for such item(s).

The price bids of the Bidders shall be rejected if they do not quote rates for certain items (other than freight charges) and EIL's estimate for such items is more than 5% contradicts of their quoted price for the item.

#### Addition/deletion rate:

The lowest bidder shall match the lowest addition/deletion rate quoted by any bidder for the same item against the Enquiry”



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Or if addition/deletion rates are given by EIL, in the Enquiry document, bidders shall confirm acceptance to the same rate.

### 16.0 INVOICING INSTRUCTIONS

For imported goods, the Invoices shall be billed in the name of IOCL. Consignee on the invoices and bill of lading/ Airway Bill shall be in the name of IOCL.

For Indigenous Goods, the invoices shall be billed to IOCL. Consignee in the tax invoices and L/R shall be in the name of IOCL.

CGST & SGST or IGST shall be released only on receipt of GST Invoice containing the following details:-

- (a) Name, address and GSTIN of the supplier;
- (b) A serial number of the invoice;
- (c) Date of issue;
- (d) Name, address and GSTIN or UIN, if registered of the recipient;
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- (f) HSN Codes or Accounting Code of services;
- (g) Description of goods or services;
- (h) Total value of supply of goods or services;
- (i) Taxable value of supply of goods or services taking into discount or abatement if any;
- (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- (m) Address of the dispatch point where the same is different from the place of supplier;
- (n) Signature or digital signature of the supplier or his authorised representative;
- (o) It's the obligation on the part of Bidder / Vendor / Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilisation of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also it shall be the obligation on the part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Bidder / Vendor/ Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Bidder / Vendor, Owner shall be entitled to recover such amount from the Bidder / Vendor/ Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.
- (p) Any deductions in lieu of deviations to the terms and conditions of the purchase order shall be suitably incorporated by the vendor in the invoice presented, else the vendor shall have to necessarily provide a credit note upon intimation by IOCL within a



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stipulated time period and any delay in payment due to the delay in providing credit note shall be to the vendor's account.

- (q) Above details are only for illustration purposes and it is obligatory for the bidder to issue GST Invoice as per provisions of GST Act and Rules made there under

### 17.0 PART ORDER CONDITION (For Applicability of this clause, Refer BDS)

Seller hereby agrees to accept part order at Owners option without any limitation whatsoever. Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.

### 18.0 FRAUDULENT PRACTICES

The OWNER requires that Bidders/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

- a. The OWNER will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- b. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- c. In case, the information/ document furnished by the Bidder/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- d. In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder/ Contractor along with forfeiture of CPBG/ Security Deposit furnished by the bidder/ contractor.
- e. Further, such bidder/ contractor shall be put on Blacklist/ Holiday/ Negative List of OWNER/EIL debarring them from future business with Owner & EIL for a time period, as per the prevailing policy of OWNER & EIL.

### 19.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

19.1 All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- a) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.



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- b) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- c) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.

19.2 Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.

### 20.0 ACCEPTANCE OF BANK GUARANTEE (BG)

The performance bank guarantee(s) shall be as per the Proforma appended with GPC. All bank guarantees should be submitted by Seller's bankers directly to the Owner. Seller shall enclose copy of bank guarantee(s) along with the invoice. Bank Guarantee(s) shall be submitted as per the following details: -

20.1 Selection of Bank:-

- a) BG upto INR 20 Million can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.
- b) BG of above INR 20 Million can be accepted if it is issued by an Indian branch of:
  - (i) Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934 Or
  - (ii) Any scheduled bank (other than a Nationalized Bank / PSU bank) having at least Desired Credit Rating at the time of acceptance of BG



Desired credit rating is defined as under:

Bank	If the tenor of BG is more than 1 year, credit rating of	If the tenor of BG is upto 1 year, credit rating of
In case of foreign banks	A' of Moody's or equivalent	'P-1' of Moody's or equivalent i.e. highest short term rating
In case of Indian banks	'AA' of CRISIL or equivalent	'A 1 +' of CRISIL or equivalent i.e. highest short term rating

- c) Apart from above, BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is confirmed / counter guaranteed by any bank mentioned above at 20.1.b.

20.2 Credit rating

The vendor shall note that , in case of acceptance of BG issued or confirmed / counter guaranteed by a bank mentioned at para 20.1.b (ii), if the credit rating of such bank falls below the Credit Rating mentioned under clause 20.1.b(ii) during the validity period of BG, the Contractor shall either submit a fresh BG or get the existing BG confirmed/counter guaranteed, at its own cost, through a bank mentioned above at 20.1.(b) (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee (s) , without prejudice to any other right or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s).

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- 20.3 The vendor at the request of the owner extend the validity of the Bank Guarantee(s) for such further period(s) as may be required failing which without prejudice to any other right or remedy or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s).
- 20.4 The vendor to ensure the validity of all bank guarantee(s) as stipulated else-where in the bidding documents/contract and no payments shall be released to the contractor, if the validity of the bank guarantee(s) is less than 30 days unless otherwise specifically intimated to the contractor.
- 20.5 Beneficiary Bank details are as follow, vendor can use these details for issuance of EMD /ABG / PBG (if any).

S.NO.	PARTICULARS	DETAILS
1	Name of Beneficiary Bank	STATE BANK OF INDIA
2	Account Number	10813608818
3	Branch Name / CODE	CAG-II NEW DELHI (17313)
4	Name of Beneficiary	INDIAN OIL CORPORATION LIMITED
5	RTGS/ISFC CODE	SBIN0017313

**21.0 Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/ organization(s)**

- 21.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ organization(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018.”

**22.0 REVERSE AUCTION (For Applicability, Refer BDS):**

- 22.1 Refer Sl. No. 33.5 of ITB

**23.0 REPEAT ORDER:-**

- (i) Applicability will be as per BDS.
- (ii) This clause shall be as per Cl. 33 of IOCL” s General Purchase Condition.

**24.0 VERIFICATION OF AUTHENTICITY OF DOCUMENTS:-**

Verification of authenticity of documents shall be done for the successful bidders only in case of all open Tenders/ Enquiries.

Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL has concern or apprehension regarding the authenticity/ correctness of any document, IOCL reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected, EMD will be forfeited, orders if any placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification bidders shall submit complete client details with names, address, phone number, e-mail ID etc.

**25.0 ORDER OF PRECEDENCE**

- 25.1 The documents forming the Purchase Order are to be taken as mutually explanatory of one



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25.2 another. If there is an ambiguity or discrepancy in the Term & Conditions defined in the various documents, the order of Precedence shall be as follows:

- (i) Purchase Order and its enclosures along with Purchase Requisition
- (ii) Amendment to Bidding Document, if any
- (iii) Invitation for Bids (IFB)/ Request for Quotation (RFQ)
- (iv) Bid Data Sheet
- (v) Job Specifications
- (vi) Drawings
- (vii) Special Purchase Conditions (SPC)
- (viii) Technical specifications
- (ix) Instructions to Bidders (ITB)
- (x) General Purchase Conditions (GPC) & Packing, Marking, Shipping and Documentation Specification
- (xi) Other Documents





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**ANNEXURE-A**

PROFORMA OF BANK GUARANTEE  
(ADVANCE)

(On non-judicial paper of appropriate value)

As enclosed with  
GPC



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### **ANNEXURE – B**

#### **TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES BY FOREIGN BIDDER**

Foreign bidder may source components / sub-supplies and services from India, if allowed as per Material Requisition. For such sub-supplies / services, Commercial Terms & Conditions of the RFQ shall stand modified to the following extent:

#### **1. PRICING:**

- 1.1 Unit and total price on FOT Despatch Point basis including packing and forwarding charges.
- 1.2 Details of Taxes and duties (rates) payable extra on the finished goods, applicable on Indian sub-suppliers. Income Tax on the services/works to be performed from India shall be included in quoted price of Indian component.
- 1.3 Separate and clear break-up of charges for inland transportation is to be quoted by the bidder.
- 1.4 Materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company.
- 1.5 Transit insurance of Indian sub supplies shall be borne and arranged by the IOCL.

#### **2. CURRENCY OF QUOTE:**

- 2.1 The quoted price of sub-supplies/ services shall be in Indian Rupees only.

#### **3. AWARD OF ORDER:**

- 3.1 Foreign Principal shall be the single point responsible SUPPLIER for entire scope of MR. However separate Purchase Order with interlinking clause as per SPC may be agreed subject to EIL/ IOCL" s acceptance.

#### **4. DELIVERY:**

- 4.1 The delivery period for sub-supplies shall be on FOT site basis within specified delivery period for foreign bidder as per Terms of RFQ/Bidding document.

#### **5. PRICE REDUCTION SCHEDULE:**

- 5.1 PRS shall be applicable in totality on foreign scope + Indian sourced component and site work (if any) for delay in supply of goods/ site work either by foreign principals or Indian counterpart.

#### **6. PAYMENT TERMS:**

##### **6.1 Payment of Indian sub supplies/Services**

- 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site.
- 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable.
- 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder.



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### Note

- Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal.
- In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows:
- 5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site.
- The payments shall be made after adjustment of Price Reduction Schedule.
- If foreign principal delivers all their foreign sourced goods with Indian sourced delivery yet to be completed and further requests for release of last 10% payment, then this last 10% shall be released to foreign principal by EIL against the submission of bank guarantee for this 10% of order value valid for 03 months from CDD plus 1 month
- claim period or till completion of Indian sourced items, whichever is later.

### 7. **CONTRACT PERFORMANCE BANK GUARANTEE:**

Foreign principal shall submit the Contract performance bank guarantee for **5%/10%** of total order value including value of foreign portion and Indian sourced components plus site work, if any, (Indian component of INR shall be converted to foreign currency for obtaining the Contract Contract Performance Bank Guarantee for **5%/10%** of total order value, considering Bill selling foreign exchange rate of State Bank of India, New Delhi on the day of price bid opening shall be considered for currency conversion. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening shall be considered)



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### ANNEXURE – C

#### LIST OF SEAPORTS



- A. EUROPE: FELIXSTOWE / ANTWERP / ROTTERDAM / HAMBURG / BARCELONA / GENOA / LA SPEZIA / LE HAVRE / FOS SUR MER / GOTHENBURG / COPENHAGEN / GIO TAURO
- B. FAR EAST  
 JAPAN: YOKOHAMA / KOBE / MOJI / NAGOYA / OSAKA  
  
 CHINA: DALIAN / XINGANG / QINGDAO / HONG KONG / SHENZHEN / SHANGHAI  
 SINGAPORE  
  
 MALAYSIA PORT KELANG  
 KOREAN SEAPORT BUSAN
- C. MIDDLE EAST  
 JEBEL ALI

NOTE: From other continents (Africa, North and South America, Australia), vendors will quote considering FOB major International Gateway Seaport of Exit.

#### LIST OF AIRPORTS

SI No	COUNTRY	LOAD PORT
1	US	ATLANTA
		BOSTON
		CHICAGO
		NEWYORK
		DALLAS
		HOUSTON
		LOS ANGES
2	UK	LONDON & Other Airports
3	UAE	DUBAI
4	NETHERLANDS	AMSTERDAM
5	SWEDEN	STOCKHOLM
6	SINGAPORE	SINGAPORE
7	LUXEMBORG	LUXEMBORG
8	JAPAN	TOKYO
		OSAKA
9	ITALY	MILAN & Other Airports
10	GERMANY	FRANKFURT & Other Airports
11	FRANCE	PARIS & Other Airports
12	CANADA	MONTREAL
13	BELGIUM	BRUSELLS

NOTE: From other countries vendors will quote considering FCA major International Gateway Airport of Exit.

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## ANNEXURE-D

### CORPORATE GUARANTEE

This Corporate Guarantee made on this ..... day of ..... Month ..... year by M/s. .... (Parent Company/Group Company/affiliate), a Company organized and existing under the laws of ..... and having its registered office at ..... (hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of ..... a Company organized and existing under the laws of ..... having its registered office at ..... (hereinafter referred to as "Bidder"), in favour of Engineers India Ltd/ ..... (insert name of client), a Public Company organized under the laws of India having its Registered office at ..... (hereinafter referred to as "Beneficiary").

Whereas:

The Beneficiary floated a public tender dated ..... no. .... For ..... (Purpose). The Bidder has submitted its quotation dated\_ and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/Group Company/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract, then the Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with



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respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate/group company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.
6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
  - (a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.
  - (b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.
  - (c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.

### 9. NOTICE:

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-

For Guarantor  
Attention of  
Mailing Address  
Email Address  
Fax No.

For Beneficiary  
Attention of  
Mailing Address  
Email Address  
Fax No.



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10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
12. The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee under the power of Attorney /Resolution of Board of Directors Dated ..... granted to him by the Guarantor.

### 13. GOVERNING LAW AND JURISDICTION:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.

### 14. DISPUTE RESOLUTION:

Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,



Witness Signature

\_\_\_\_\_  
(Signature) Name:

Corporate Seal

Designation:

Date:

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**Annexure-F**

**UNDERTAKING BY THE TENDERER(S)**

NAME OF WORK:

Tender No. :

We confirm that we have quoted the rates in the tender considering Inter-alia the

- 1. Tender Document(s)**
- 2. Additional Document(s) (if any)**
- 3. BOQ Document (Price Bid Format)**
- 4. Corrigendum (if any)**
- 5. Pre Bid Meeting Minutes (if any)**

We ..... (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

**SIGNED FOR AND ON BEHALF OF TENDERER(S)**

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

Name of Tenderer(s)

Place :

**Seal & Signature of Tenderer**

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



## TAXES & DUTIES

### A. Price basis w.r.t inclusion/exclusion of taxes.

The quoted price shall be deemed to be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).

1. Prices shall be furnished strictly in the appropriate price schedule format(s) enclosed with the bidding document.
2. Prices quoted by the bidder, shall remain firm and fixed until completion of the contract and would not be subject to any variation, except as otherwise specifically provided in the enquiry document(s).
3. In case of foreign bidders, bidders shall submit their prices on FOB international seaport of exit basis (INCOTERM 2020), unless otherwise stated in the bid document. FOB prices quoted shall be inclusive of all applicable taxes up to FOB international port of exit.
4. Transportation charges (as per price schedule) up to respective project site shall be inclusive of all the taxes and duties except GST.
5. Site work prices, if applicable shall be inclusive of all taxes and duties but except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
6. Prices of per diem supervision charges, training/AMC, if applicable shall be inclusive of all the taxes and duties except GST.

### B. TAX CLAUSES

1. Goods and Services Tax
  - a. Bidder shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by Owner. In the event that the bidder fails to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice.
  - b. GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the bidder (or non-auto-population of input tax credit on GSTIN portal), owner shall withhold the payment of GST.
  - c. GST payable under reverse charge for specified services/goods under GST Act or Rules, if any shall not be paid to the bidder but will be directly deposited to the Government by owner.
  - d. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the Government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to owner, then owner shall be entitled to deduct/set off/recover such amount against any amounts paid/payable by owner to bidder.
  - e. The bidder shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/delayed compliance by the bidder under the GST Act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier), the bidder shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the bidder by way of adjustment from the next invoice, encashment of PBG or by way of any other means.
  - f. TDS under GST, if applicable shall be deducted from bidder's bills at applicable rates.

- g. The bidder will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the bidder shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- h. The bidder will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the bidder will be responsible for procurement of material in its own registration (GSTIN).
- i. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule.
- j. Owner will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- k. E-way bills shall be issued by bidder. Further, in cases of imports, where client is consignee, e-way bill shall be issued by Owner.
- l. In case of foreign bidders, for supervision/site-work/training services by foreign supervisor at project site, GST shall be paid by Owner to tax authorities, if applicable.
- m. Provision w.r.t. E- Invoicing requirement as per GST laws -Bidder(s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by / owner as no ITC is allowed on such invoices. Therefore, all the payments to such bidder who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by bidder of Goods / Services with requisite details. If input tax credit is not available to/ owner for any reason attributable to bidder (both for E-invoicing cases and non-E-invoicing cases), then owner shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the bidder under the contract.

## 2. IMPORT DUTIES

- a. Direct supplies by foreign suppliers where, Owner is declared as consignee:
  - i. For imported materials sold and consigned directly by foreign suppliers to owners, import duties i.e. Basic custom duty, Social welfare surcharge and IGST as applicable in India shall be directly paid by owner to tax authority.
  - ii. Bill of entry shall be filed by Owner.
- b. Imported supplies by Indian bidders as built in import content
  - i. Custom duties on the imported material shall be included in the quoted prices and bidder shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbour dues/ pilotage fees, port fees, wharf fees, unloading costs incurred in India in respect of any imported goods shall be to bidder's account.
  - ii. ~~Bidder to indicate CIF value of import content and applicable merit rate of basic custom duty, social welfare surcharge on custom duty and IGST included in quoted price, in the price schedule.~~
  - iii. The bidder shall be responsible for, and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. any import of the goods and materials.

- iv. In case owner is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and /or valuation of the goods or material by the bidder, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by bidder, the bidder shall **indemnify** and hold harmless, Owner for any and all costs, expenses or losses suffered or incurred by Owner this regard.
  - ~~v. If bidder does not furnish built in CIF value and confirm that quoted prices are firm and fixed, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.~~
- c. General points:
- i. The bidder must ascertain and confirm along with supporting documents in the bid, if any custom duty exemption/waiver is applicable to the products being supplied under any CEPA/FTA/multi-lateral/bi-lateral trade agreements between India and bidder's country.
  - ii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver.  
In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
  - iii. Any custom duty applicability on account of any change in the CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.
  - iv. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

### 3. INCOME TAX

#### a. Foreign Bidder

Prices for supply, site-work, contracts and other services of Foreign bidder shall be gross of income tax/withholding Tax.

Owner shall deduct applicable tax at source while making payments against each invoice for the supply/services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.

#### **INFORMATION REQUIRED FROM FOREIGN SUPPLIERS / CONTRACTORS / CONSULTANTS**

Withholding tax/ tax deductible at source is applicable to the payments to be made to the foreign supplier for services in India. Withholding/ deduction is required to be made at the rates specified in the Indian Income Tax Act as varied by the provisions of any application double taxation avoidance treaty between India and the country of residence ~~citizenship~~ of a foreign Supplier. The Indian Income Tax contains provisions permitting deduction of tax at a lesser rate if the Supplier is able to justify to the Income Tax Authorities such lesser rate of deduction.

Owner will provide bidder with certificates or any other form of documentary evidence issued by the relevant authority regarding the payment of the withholding tax/ TDS.

The Bidder shall comply with all tax laws of India and subject to the provisions related to the Owner, undertakes to file all "returns", "statements" and other documents, which it might be required to file under the laws of India.

It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case his receipts are subject to tax deduction at source in India:

- i) Bidder shall furnish the PAN Number as per the Indian Income Tax. However, in the case of non-residents not having permanent account number (PAN) then the non-resident bidder can furnish the following information / documents:
  - a) Name, email id, contact number.
  - b) Address in the country of which the deductee is a resident;
  - c) Tax Residency Certificate (TRC) from the Government of that country.
  - d) Tax Identification Number / unique number of the deductee in the country of his residence
- ii) In case, the Bidder's country have DTAA with India

Bidder in their offer shall confirm whether or not India has a Double Taxation Avoidance Agreement (DTAA) with the Bidder's country. In case, DTAA exist, the bidder shall in addition to document listed above shall submit the following documents to claim the benefit under DTAA (Double Taxation Avoidance Agreement) as per the Indian Income Tax requirement:

- Tax Residency Certificate (TRC) from the Government of foreign country. The TRC shall be duly verified by the purpose of tax.
- In addition to TRC, additional information as per Form No. 10F

The above documents shall be furnished before release of any payment or within 1 month of the release of order whichever is earlier. However, bidder in his bid shall confirm that above documents shall be submitted within above time limit in case of award.

In case bidder fails to submit these documents which results to higher tax liability on Owner, than such case, extra withholding tax on Owner due to non-submission of above documents will be deducted from the payment due to the bidder. However, in case the bidder submits these documents, the withholding tax shall be deposited by Owner as per the DTAA between India and the country of the bidder.

#### **b. Indian resident bidder**

The Bidder shall bear all direct taxes, levied or imposed on the BIDDER under the laws of India, as in force from time to time.

The BIDDER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities under such laws in relation to or arising out of this contract.

Prices for supply, site-work, contracts and other services of the Indian bidder shall be inclusive of Indian Income Tax.

Tax shall be deducted at source by the owner from all sums due to the BIDDER/Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

Owner shall issue a tax deduction certificate to the bidder evidencing the tax deducted or withheld and deposited by owner on payments made to the bidder to enable the bidder to claim the credit of Tax deducted by owner.

- c. Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined

under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value as prescribed under the provision in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined under the act, of the sale consideration as specified in the Act and deposit the same with Government on receipt/collection of consideration from client. Client will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by bidder to Client.

### **C. INVOICING METHODOLOGY W.R.T. TAXATION**

All invoices to be raised in the name of IOCL, with GSTIN of site.

### **D. EVALUATION METHODOLOGY W.R.T. TAXES**

Following shall be loaded for evaluation:

i. Applicable Custom Duty (including BCD, Surcharge, Anti-Dumping Duty etc but excluding IGST, which shall be dealt as per bid evaluation methodology given in D (ii) below) shall be loaded for the price bid evaluation in respect of supplies for which Bill of entry has to be filed by Owner.

ii. GST Loading:

a. Output GST quoted by the bidder shall be loaded for Price Bid Evaluation for goods and/ or services.

b. Cess under GST, if quoted, shall also be loaded for Price Bid Evaluation.

iii.. Income tax in case foreign bidder quotes net of taxes.

### **E. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES**

(Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

### **F. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE REFINERY PREMISES, WHEREVER APPLICABLE**

In case of package MR's, since bidder shall bring material in their own name and raise invoice to owner (as per payment milestone achieved) after charging CGST/SGST, location of fabrication yard whether inside or outside refinery will not attract any additional liability.

Where owner issues FIM's to bidder, material will be released against delivery challan and such FIM shall be received back in refinery premises as per provision of GST.


### **G. STATUTORY VARIATION**

As per annexure -2(a) of ATC (Agreed terms and conditions) Indigenous - Clause 4 (d).

**H. TAX INDEMNITY:**

Any errors of interpretation of applicability of taxes and duties by the bidder shall be on bidder's account.

Any fine, penalty or levies, required to be met by the Owner, arising out of non-compliance with respect to Indian taxation provisions by bidder including their personnel or such third party, shall be recovered from the amounts payable to the bidder.

 <b>IndianOil</b>	<b>GENERAL PURCHASE CONDITIONS</b>	<b>RHQ-MC-GPC REV 01</b>
	<b>MATERIAL &amp; CONTRACT DEPTT- RHQ</b>	

## GENERAL PURCHASE CONDITIONS

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Feb 2018	General Purchase conditions	P K Sen, GM(M-PJ)	J C Bhoi, DGM(F) S Akhter, GM (F)	DIR (R)
<b>DATE</b>	<b>DESCRIPTION</b>	<b>PREPARED</b>	<b>CHECKED</b>	<b>APPROVED</b>

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