



Indian Oil Corporation Ltd.
Paradip Refinery
IOCL Tender Ref No. **9070M25A33**

Proprietary Article Certificate (PAC)

(For tendering through Custom Bidding)

- i. The indented goods/services are manufactured / service provided by M/s Emerson Process Management Chennai Pvt Ltd.
- ii. No other make or model / service provide is acceptable for the following reasons:
 - The reliability of operation of the system & its components are critical for sustained operation of the equipment & plant. Hence, to ensure reliability of the system, there is a requirement of genuine spare parts of the existing system which can be sourced only from the OEM.
- iii. Concurrence of Finance to the proprietary list proposal vide dated 17.04.2024.
- iv. Approval of the competent authority for proprietary list vide dated 17.04.2024

Contact person details:

Dealing officer mail : raniku@indianoil.in

Contact number: 06722-255261

Special Instructions to Bidder/Special Conditions of Contract

1. This **Proprietary Tender** is issued to the approved **OEM/authorized dealer: M/s Emerson Process Management Chennai Pvt Ltd.**
2. **Offer from only M/s Emerson Process Management Chennai Pvt Ltd shall be considered for evaluation who is the proprietary bidder for the required Goods/Services in IOCL for the required Goods/ Services category. Offer received from any other bidder will be treated as unsolicited offer and summarily rejected.**
3. **For single line item, bidder to quote all-inclusive FOR destination total landed single price (inclusive of P&F, Freight, TPI, GST, other taxes, and duties etc. as applicable) in GeM.**
4. **For multiple line items, bidder to quote all-inclusive FOR destination total landed single price (inclusive of P&F, Freight, TPI, GST, other taxes, and duties etc. as applicable) in GeM and to submit the item wise price break up indicating landed price of each item.**
5. Bidder to submit scan copy of duly signed and stamped or **digitally signed copy of technical specification of IOCL and scope of supply** as a token of acceptance.
6. In case of any deviation to IOCL's technical specification, bidder must submit "Technical deviations" sheet mentioning all the technical deviations as per attached format given in special instruction to bidder. If the deviation sheet is not submitted along with bid it shall be treated as NIL deviation bid.
7. In case of any deviation to GeM's commercial specification, bidder must submit "Commercial deviations" sheet mentioning all the commercial deviations as per attached format given in special instruction to bidder. If the commercial deviation sheet is not submitted along with bid it shall be treated as NIL commercial deviation bid.
8. Please note that any deviations/ reservations/ notes/ comments etc., given **elsewhere in the offer** other than the "Technical deviations/commercial deviations" sheet **shall not be considered.**
9. The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
10. IOCL reserves the right to make any changes in the terms and conditions of enquiry and to accept or reject the bid without assigning any reason and without incurring any liability to the affected bidder. Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder.
11. Guarantee/warranty clause: Guarantee certificates shall be submitted and materials shall be guaranteed for a period of 18 months from the date of supply or 12 months from the date of put in use whichever is earlier or mentioned elsewhere in the tender specification.
12. In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent requirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any conclusion.

13. Quoted Prices shall remain FIRM and FIXED till complete execution of the order and shall not be subject to variation on any account.
14. If a bidder withdraws its bid/increases the prices within validity period for any reason, their bid shall not be further evaluated, and suitable penal action shall be taken at the discretion of IOCL.
15. Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations.
16. **One Bid per Bidder:** The bidder shall submit only one bid in the same bidding process.

All the multiple bids of a bidder/their authorized agents/dealers shall be rejected.

17. Invalid Tenders and tenders liable for rejection:

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

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

Instruction To Bidder For Transportation Of Materials

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

Safety Practices In Material Dispatch & Transportation

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

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

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

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

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

- i) Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to Paradip Refinery.
- ii) Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. so that the same can be verified at the entry gate while allowing entry by CISF. khalasis (Cleaner) should have at least one ID card such as Aadhar Card , Bank Passbook , Driving License etc. This is required for enhancing security measures for incoming material.
- iii) Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at Paradip Refinery. This shall enable CISF at Paradip Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. are not allowed in Refinery
- vi) Penalties for Violation / Non-adherence of safety procedures and practices (Applicable for Tenders/Purchase Orders involving site work):
 - a) Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5,000.00 per occasion
 - b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.
 - c) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

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

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

Vendor Invoice Management

Communication to Business Partners

Dear Business Partners,

Indian Oil has been keeping its systems updated with latest developments and newest technologies to efficiently add to the delight of our partner vendors. Many digitalization steps have been taken in the past and have been successfully implemented with the continuous support of partners.

We are introducing Vendor Invoice Management system for centralized processing of invoices for supply of goods and services with an intent to further expedite the payment process. A centralized query management system including self-help is also being introduced for convenience of the vendors on tracking details related to payments.

A. Invoice Management System

With effect from **04.07.2022**, **original copy of invoice** raised on **this office** against SAP PO shall be submitted to the following address: -

Indian Oil Corporation Limited
IBM Building, 2nd Floor,
A 26, Rani Ramgarh Road,
Block A, Industrial Area,
Sector 62, NOIDA,
Uttar Pradesh-201309

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

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

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

Invoice Requirement - Physical

Digitally signed invoice uploaded through Vendor Portal is preferred.

However, where vendor submits the physical copy of the invoice, following points may be ensured: -

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

2. Invoice Requirement - Content

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

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

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

4. **Other Requirements**

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

B. **Query Management System**

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

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

In order to further enhance the Vendor Experience, a Web-based self-help Chatbot “*Indu*” has been developed.

Key features include status of invoice, payment details including deductions, if any, and the UTR details checked in the below link

<https://apps.indianoil.in/vim/resources/out/index.html>

Performa for declaration on proceedings under Insolvency and Bankruptcy Code, 2016 {To be submitted in bid documents}

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

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

Or,

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

Note: - Strike out which is not applicable.

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

Place:

Seal & Signature of Bidder:

Date:

Name of Signatory:

Proforma of Declaration of Blacklisting / Holiday Listing

In the case of a Proprietary Concern:

I hereby declare that neither I, in my personal name nor in the name of my Proprietary Concern, M/s _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

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

Particulars – “NIL”

In the case of a Partnership Firm:

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

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

Particulars – “NIL”

In the case of Company:

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

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

Particulars – “NIL”

In the case of Consortium:

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

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

Particulars – “NIL”

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

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

Deviations Statement- Technical

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

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

Deviations Statement- Commercial

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

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

Major Commercial points

Sl. No.	Description / Tender Requirement	Bidder's Reply
1	Confirm unconditional acceptance of Part Order (this clause will be applicable only in case where there are more than one mutually exclusive items in the tender).	
2	Kindly accept Late Delivery charges as per GEM GTC	
3	Confirm unconditional acceptance of GEM General Terms & Conditions (GTC)' also unconditional waiver / withdrawal of your standard printed term / sales conditions if any. (No need to upload signed & stamped copy)	

Bidder's Inputs

Name of bidder	
Vendor code with IOCL (if available)	
GSTIN of Vendor	
GSTIN of Supplying plant/place/Invoice	
Complete Address	

“Whether any of the Directors of BIDDER is a relative of any Director of IOCL or the BIDDER is a firm in which any Director of IOCL or their relative is a Partner or the BIDDER is a private company in which any director of IOCL is a member or Director.”: **No**

Designation	Name	Telephone Nos.	Mobile nos.	E mail ids
Sales – Head				
Contact Person(s) for this Tender				

Check List of documents to be submitted with offer

Sr. No.	Description	Remarks (Yes / No)
1	Declaration of proceedings under Insolvency and Bankruptcy Code,2016 (Annexure-1)	
2	Declaration of Black listing / Holiday listing (Annexure-2)	
3	Deviations Statement – Technical, if any (Annexure-3)	
4	Deviations Statement – Commercial, if any (Annexure-4)	
5	Major Commercial points (Annexure-5)	
6	Bidder's input (Annexure-6)	
7	Relevant Power of Attorney	
8	Itemwise Price Break up xls.	

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