



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5080859 Dated/दिनांक : 24-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण		
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-07-2024 15:00:00	
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	13-07-2024 15:30:00	
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)	
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas	
Department Name/विभाग का नाम	Indian Oil Corporation Limited	
Organisation Name/संगठन का नाम	Indian Oil Corporation Limited	
Office Name/कार्यालय का नाम	locl- Paradip Refinery	
Total Quantity/कुल मात्रा	2	
ltem Category/मद केटेगरी	Item no 10 of RFQ - ON off Valve , Item no 20 of RFQ- On Off Valve	
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No	
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Item no 10 of RFQ - ON off Valve	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	6 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	24

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

DGM(Mat)

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

Splitting/विभाजन

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

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes	
	3	1 /

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The

buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

- 2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Item No 10 Of Rfq - On Off Valve	1
Schedule 2	Item No 20 Of Rfq- On Off Valve	1

Item No 10 Of RFQ - ON Off Valve (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sita Ram Prasad	754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha	1	90

Item No 20 Of RFQ- On Off Valve (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification	Download	
Document/क्रेता विशिष्टि दस्तावेज़	<u> </u>	

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती / रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Sita Ram Prasad	754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha	1	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

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

3. **Generic**

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

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

4. Generic

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

5. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

6. Scope of Supply

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

7. Inspection

THIRD PARTY INSPECTION for IOCL:

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency

As per attached list

, and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.

It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.

Quoted prices are:

- i. i) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.
- ii. ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.
- iii. iii) All built in import content (if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.

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8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Special Instructions to Bidders/Special Conditions of Contract

- 1. Bidder has to submit scan copy of duly signed and stamped odigitally signed copy of Technical specificat ion of IOCL and scope of supply as a token of acceptance.
- **2.** Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of Technical deviation shee t as "Nil" deviation, in case there is no deviation to our Technical specification.
- 3. In case of any deviation to IOCL's Technical specification, Bidder has to submit "Technical deviations" sheet me

ntioning all the Technical Deviations as per attached format given in special instruction to bidder. If the deviation sheet is not submitted along with bid it shall be treated as NIL deviation bid.

- **4.** Bidder has to submit the bid without any commercial deviations **Bid with commercial deviation shall be re jected.**
- **5.** Please note that any deviations/ reservations/ notes/ comments etc., given**selsewhere in the offer** other than the "Technical deviations" **shall not be considered**.
- **6.** The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
- 7. IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder
- **8.** In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent req uirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any conclusion.
- **9.** The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-docume nts, the bid shall be rejected outright and EMD, if applicable, forfeited without prejudice to any other rights or re medies available to IOCL.
- **10.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and su itable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.
- 11. The intimation to the bidders to match the price of the lowest bidder as per tender condition may be given to s ome/all accepted bidders. Please note that merely matching this price shall not confer on you the right to get the order as the order shall be decided as per the terms of the tender i.e., the clause for splitt ing read with purchase preference clause, if any, mentioned in the tender document.
- **12.** The bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.
- **13.** IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any re ason whatsoever.
- **14.** Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opini on this is not in the interest of IOCL.
- **15.** Consortium bids shall not be accepted unless specified in the tender.
- 16. Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to

conduct price negotiations.

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

18. Bid Security Declaration (BSD) in lieu of EMD- Not Applicable for this tender

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

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

<u>Bidder has to submit Bid Security Declaration, on their Company Letterhead as per the attached format (annex ure-3) In lieu of Earnest Money Deposit.</u>

- 19. Forfeiture of EMD: Earnest Money shall be forfeited in the following circumstances:
 - i. In case the bidder tampers the tender document, alters / modifies / withdraws the bid suomoto after open ing the bids (Technical bids in case of two bid system) within the validity period.
 - ii. In case the bidder submits false/fraudulent/fake/ forged documents.
 - iii. In case the tender is accepted, and the vendor fails to deposit the PBG or to execute the contract.

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

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

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

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

Filed No	Description	Value
7034	Name of the Beneficiary	Indian Oil Corporation limited
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary Branch Name and	ICICI Bank , 9A , Phelps Building,
7.555	Address	Connaught Place, New Delhi-110001
	Address	Connaught Flace, New Benn 110001
7037	Sender to Received Information	IOCL9070

21. One Bid per Bidder: A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified.

Alternative price bids are not acceptable.

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

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

22. Invalid Tenders and tenders liable for rejection:

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

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

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

Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administ rative actions which include but no limited to rejecting the offers, holiday listing action as per policy in vogue for bre ach of integrity may be initiated in such cases.

24. Delivery Period:

As per Tender

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

25. Pre-Qualification Criteria, PQC (Technical experience criteria): Applicable

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Bidder should meet the following technical pre-qualification criteria and have to enclose all necessary documents in support of the same. Technical evaluation of the intending bidder shall only be done, if they are meeting the following pre-qualification criteria:

Bidder shall be manufacturer of on-off & control valves and shall have executed design, engineering, manufacturing, assembly, factory testing, and supplied at least 1 No. of offered type of pneumatically operated valve in Hydrocarbon industry (like Refinery, Petrochemicals, Onshore Gas processing plant, Offshore, Fertilizer) in the last five (5) years.

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26. <u>TPI:</u> Third party inspection by any one of IOCL approved TPI agencies is **Applicable** for this tender.

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

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

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

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

- 2) Inclusive of all IBR/IGC/NACE/radiography charges as per IOCL's technical specification and the documents enclos ed with the tender.
- 3) All built in import content(if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by owner.

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

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

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

27. Pre-Qualification Criteria, PQC (Commercial experience criteria)- Not Applicable for this tender

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

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

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

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

- i. Audited Balance Sheet with profit & loss statement / Annual Report with Profit & Loss statement (with UDIN).
- ii. Balance sheet with Profit & Loss statement available in public domain.
- iii. In case of GeM, pre verified turnover of bidder shown on GeM portal can be considered.
- **29.** Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer.

IOCL reserves the right to complete the evaluation, with or without seeking any additional supporting d ocuments / clarifications.

30. Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Bidders may have to submit CA certified / notarized co

py of PQC documents, as required by IOCL. Non submission of these documents, if asked for, will lead to rejectio n of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false, suitable penal action shall be taken, which may include EMD forfeiture, termination of order (wherever applicable) and holiday listing the vendor.

INSTRUCTION TO BIDDER FOR TRANSPORTATION OF MATERIALS

Successful Bidder (Vendor) to dispatch the materials by any bank approved road transporters. Necess ary Road Permits/Way Bills is in the scope of supplier. Materials should be booked on Freight paid bas is 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 regula tion 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 / M aterial inside the Refinery Premises like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Cont ainer), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at Paradip Refin ery. Vendor to also ensure that the materials / supplies under the PO are transported through registered common c arrier 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 orde r 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. Drives a nd 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 sen d 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 e 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 b e verified at the entry gate while allowing entry by CISF. khalasis (Cleaner) should have at least one ID card suc h as Aadhar Card, Bank Passbook, Driving License etc. This is required for enhancing security measures for inco ming material.
- iii) Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Pa pers, 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 th em smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate. In case of non a vailability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle pro pelled 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 pe

nalty provision.

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

Vendor Invoice Management

Communication to Vendors

Dear Vendors,

Indian Oil has been keeping its systems updated with latest developments and newest technologies to efficiently ad d to the delight of our partner vendors. Many digitalization steps have been taken in the past and have been succes sfully 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 syste m including self-help is also being introduced for convenience of the vendors on tracking details related to payment s

Invoice Management System

With effect from **04.07.2022**, **original copy of invoice** raised on **this office** against SAP PO shall be sub mitted 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 sup ply 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 p hysical 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 & Pla nt 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

A. Query Management System

For expeditious resolution of queries from the vendors, Round the clock Self-help tool (BOT), Webform, Dedi cated 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 develo

ped.

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

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

- 1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
- 2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
- 3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
- 4. Creating BoQ bid for single item.
- 5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
- 6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
- 7. Floating / creation of work contracts as Custom Bids in Services.
- 8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for <u>attached categories</u>, trials are allowed as per approved procurement policy of the buyer nodal Ministries)
- 9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
- 10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
- 11. Creating bid for items from irrelevant categories.
- 12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
- 13. Reference of conditions published on any external site or reference to external documents/clauses.
- 14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्ती के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद

पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---