



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5757515

Dated/दिनांक : 28-12-2024

# Bid Document/ बिड दस्तावेज़

d Opening Date/Time/बिंड खुलने की तारीख/समय d Offer Validity (From End Date)/बिंड पेशकश ता (बंद होने की तारीख से) nistry/State Name/मंत्रालय/राज्य का नाम	18-01-2025 15:00:00  18-01-2025 15:30:00  120 (Days)  Ministry Of Petroleum And Natural Gas	
d Offer Validity (From End Date)/बिड पेशकश ता (बंद होने की तारीख से) nistry/State Name/मंत्रालय / राज्य का नाम epartment Name/विभाग का नाम	120 (Days)	
ता (बंद होने की तारीख से) nistry/State Name/मंत्रालय/राज्य का नाम epartment Name/विभाग का नाम	·	
epartment Name/विभाग का नाम	Ministry Of Petroleum And Natural Gas	
ganisation Name/संगठन का नाम	Indian Oil Corporation Limited	
gambation name, the last the last	Indian Oil Corporation Limited	
fice Name/कार्यालय का नाम	locl- Paradip Refinery	
ा ईमेल∕Buyer Email	buyer5.iochr.wb@gembuyer.in	
tal Quantity/कुल मात्रा	2	
em Category/मद केटेगरी	Procurement of Tube bundle for tag no- 010-E-126/226	
eMARPTS में खोजी गई स्ट्रिंग / Searched Strings ed in GeMARPTS	Procurement of Tube bundle for tag no- 010-E-126/226	
	Category not available on GeM for the text string uploaded by the buyer	
धेसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant htegories selected for notification	Shell & Tube Heat Exchanger	
SE Exemption for Years of Experience and Irnover/ अनुभव के वर्षों से एमएसई छूट	No	
artup Exemption for Years of Experience d Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No	
ocument required from seller/विक्रेता से मांगे ' 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	
you want to show documents uploaded bidders to all bidders participated in bid?/	Yes	
d to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	

Bid Details/बिंड विवरण		
Type of Bid/बिंड का प्रकार	Two Packet Bid	
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	Total value wise evaluation	
Arbitration Clause	No	
Mediation Clause	No	

### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
Required/आवश्यकता	INO

### 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).	27

(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 (Ranjit Kumar)

### MII Purchase Preference/एमआईआई खरीद वरीयता

( ( )	
MII Purchase Preference/एमआईआई खरीद वरीयता	No

### **Details of the Competent Authority for MII**

Name of Competent Authority	MOPNG Guideline
Designation of Competent Authority	MOPNG Guideline
Office / Department / Division of Competent Authority	MOPNG Guideline

CA Approval Number	MOPNG Guideline
Competent Authority Approval Date	22-04-2022
Brief Description of the Approval Granted by Competent Authority	MOPNG Guideline MII is not not applicable for cases below 1 cr

Competent Authority Approval for not opting Make In India Preference : View Document

### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes

1. 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.

### Procurement Of Tube Bundle For Tag No- 010-E-126/226 ( 2 pieces )

### 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
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S.Ne	-20-0-20-	Address/ਧਗ	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Keshav Murari Paswan	754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha	2	210

# 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.

### Click here to view the file

### 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

# <u>Special Instructions to Bidders/Special Conditions of Contrac</u> <u>t</u>

- 1. Bidder has to submit scan copy of duly signed and stamped ordigitally signed copy of technical specification of IOCL and scope of supply as a token of acceptance.
- 2. Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of T echnical deviation sheet as "Nil" deviation, in case there is no deviation to our Technical s pecification.
- **3.** In case of any deviation to IOCL's Technical specification, Bidder has to submit "Technic al 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 sha II be treated as NIL deviation bid.
- **4.** Bidder has to submit the bid without any commercial deviations. **Bid with commercial deviation shall be rejected.**
- **5.** Please note that any deviations/ reservations/ notes/ comments etc., givens **elsewhere** in the offer other than the "Technical deviations" shall not be considered.
- **6.** The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
- 7. IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring a ny liability to the affected bidder(s). Tender can be abandoned without assigning any reas on and no compensation shall be paid for the efforts made by the bidder.
- **8.** In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent requirement shall govern. However, the bidder should ask IOCL for clar ifications before arriving at any conclusion.
- **9.** The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable, forfei ted without prejudice to any other rights or remedies available to IOCL.
- 10. If a bidder withdraws its bid within validity period for any reason, their bid shall not be fu

rther evaluated, and suitable penal action taken which may include EMD forfeiture and / o r holiday listing action as per the discretion of IOCL.

- 11. The intimation to the bidders to match the price of the lowest bidder as per tender condition may be given to some/all accepted bidders. Please note that merely matching the is price shall not confer on you the right to get the order as the order shall be decided as per the terms of the tender i.e., the clause for splitting read with purchase preference clause, if any, mentioned in the tender document.
- **12.** The bidders to quote competitive prices considering the fact that price negotiations, if re quired, 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 wit hout assigning any reason whatsoever.
- **14.** Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interest of IOCL.
- **15.** Consortium bids shall not be accepted unless specified in the tender.
- **16.** Negotiations will not be conducted with the bidders as a matter of routine. However, IOC L reserves the right to conduct price negotiations.
- **17.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.

### 18. <u>Bid Security Declaration (BSD) in lieu of EMD- Applicable for this tender</u>

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexur e 3). BSD shall also be taken from bidders who are otherwise exempt from submission of EMD (e.g. MSE / Start-up / any exempted bidder category bidders).

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

<u>Bidder has to submit Bid Security Declaration, on their Company Letterhead as per the attached format (Annexure 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 opening the bids (Technical bids in case of two bid system) within the validity period.

- ii. In case the bidder submits false/fraudulent/fake/ forged documents.
- iii. In case the tender is accepted, and the vendor fails to deposit the PBG or to execut e the contract.

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

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

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

Bidders may get the Bank Guarantee issued from any Bank recognized as Scheduled B ank by Reserve Bank of India. Earlier, upon receipt of the Original Bank Guarantee, IO CL was seeking confirmation of the same directly from the issuer Bank / branch to che ck the authenticity of instrument. However, for faster confirmation of the Bank Guaran tee, 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 a nd Address	ICICI Bank , 9A , Phelps Building, Connaught Place, New Delhi-110 001
7037	Sender to Received Informa tion	IOCL9070

**21.** One Bid per Bidder: A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified. Alternative price bids are not acceptable.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be dee med to have declared that the bidder / tenderer has not made any other bid or a multi ple 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 toward s 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 Tend er Documents.
- iii. Stipulates the validity period less than what is stated in the Tende r Documents and refuses to extend.
- iv. Stipulates their own conditions and does not agree to withdraw th e 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-con formance of tender conditions as a rejection criteria.
  - viii. Submits false/ fraudulent / forged documents.
    - ix. Influences tender outcome.

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

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

### 24. <u>Delivery Period:</u>

### As per Tender

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

- 25. Pre-Qualification Criteria, PQC (Technical experience criteria): Not Applicable
- 26. <u>TPI:</u> Third party inspection by any one of IOCL approved TPI agencies is **Applic** able for this tender.

Goods and services shall be subjected to stage wise and final inspection by any of the IOC L approved third party inspection (TPI) agency and IBR Inspection

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- 1. M/s ABS Industrial Verification (India) Pvt. Ltd
- 2. M/s Apave Assessments India Private Limited.
- 3. M/s Bureau Veritas (India) Pvt. Ltd.
- 4. M/s Certification Engineers International Ltd.
- 5. M/s International Certification Services Pvt. Ltd.
- 6. M/s Intertek India Pvt. Ltd.
- 7. M/s Lloyds Register Marine & Inspection.
- 8. M/s Meenaar Global Consultants LLP.
- 9. M/s Projects and Development India Ltd. (PDIL).
- 10. M/s Quality Evaluation and Systems Team Pvt. Ltd.
- 11. M/s SGS India Pvt Ltd.
- 12. M/s Tata Projects Limited.
- 13. M/s TUV India Pvt. Ltd.
- 14. M/s TUV Rehlenland India Pvt. Ltd.
- 15. M/s VCS Quality Services Private Limited

, and TPI charges are included in quoted prices, and no additional charge shall be paid by ow ner. 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 del ay/lapse in this regard.

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

- 2) Inclusive of all IBR/IGC/NACE/radiography charges as per IOCL's technical specification and the documents enclosed 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 sam e are included in quoted prices, and no additional charges shall be paid by owner.

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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 v

endor 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 born e by the vendor.

### 27. Pre-Qualification Criteria, PQC (Commercial experience criteria)

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Proof of executed order(s) for "Supply of Tube Bundle in any Industry" by the bidder du ring the last five years ending on the last day of the month immediately preceding the month in which the **original** bid submission end date falls, should be considered as under:

- (1) Copy of one executed order of value not less than Rs. 32, 56, 595.00;
- (2) Copy of two executed orders each of value not less than Rs. 26, 05, 276.00;
- (3) Copy of three executed orders each of value not less than Rs. 19, 53, 957.00.

**FOR Destination price** (**Total landed cost** i.e., All inclusive of P&F, Freight, TPI, Tax es and duties etc.) shall be considered for arriving at the executed order value.

The last date of order execution shall fall in the above-mentioned period.

Foreign Orders in currency other than USD shall be converted to USD on the date of the said Purchase Order.

### **Proof of execution of experience criteria:**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- i) Purchase Order along with Invoice(s) {with self-certification that supplies against invoice has been successfully executed}. Uploading the invoice(s) on the e-portal is considered as self-certification by the bidder that supplies against the invoices have been successfully executed to the required value.
- ii) Purchase Order along with Bank Certificate indicating payment against the PO.
- iii) Purchase Order along with Execution certificate by client indicating executed order value. In case the execution certificate does not mention the executed value, the bidd er shall have to submit other documents as mentioned here indicating executed value.
- iv) In case, bidder cites any reference of job executed for IOCL (bidder to clearly menti on the IOCL PO number and PO date in their offer) and bidder has not / is not able to fu rnish documentary evidence, the internal records of IOCL shall be considered against p

roof of fulfillment of commercial or technical experience criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as dat e of execution.

v) In case multiple orders have been placed against a single rate contract and the cum ulative order value satisfies the PQC, it may also be considered, subject to submission of other documents as mentioned above. Multiple GeM contracts against one GeM bid on a particular vendor is to be considered as a single PO for PQC evaluation.

vi) Acceptance of PQ Documents of related / unrelated parties shall be as follows:-

SI. No.	Scenario	Financial credentials	Techno-commercial Expe rience Criteria
1	A new entity formed as a result of merger of t wo companies and the earlier companies ceas e to exist	New Entity can use fina ncial experience of any of the merged compani es in case balance shee t of the new entity is not available	New Entity can use experi ence of any of the merged companies
2	An entity (A) takes ove r another entity (B) and B ceases to exist (or the specific business v ertical of B ceases to exist)	Financial credentials of the bidding entity	New Entity can use experience of any of the two companies
3	Parent company (bidd er) using the credentia Is of its subsidiary	Financial credentials of the bidding entity	Parent company can use t he credentials of its subsid iaries
4	Indian subsidiary (bidd er) using the credentia Is of its Foreign Princip als	Financial credentials of the bidding entity. In ca se the bidding entity's Balance Sheet (BS) is n ot yet made, BS of the Parent Company shall b e acceptable.	Credentials of the Foreign Principals can be used. Ho wever, the foreign princip al shall be required to furn ish a legally enforceable u ndertaking that they shall be jointly and severally lia ble, along with the bidder, for the successful execution of the order, if awarded. Warranty period for such bidders shall be 18 month s from commissioning or 2 4 months from supply, whi chever is earlier. Bidder shall have manufacturing f acility in India.

If JV is allowed in the tender, then the partner company on the basis of whom the JV qualif y in the tender should have minimum 50% equity holding in JV. Such company shall provi de undertaking that they will not dilute their equity holding in JV till the execution of contract and defect liability period is over.

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

The Annual Turnover (ATO) of the bidder during any of the preceding three financial ye ars should be at least **Rs.** .

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

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

- i. Audited Balance Sheet with profit & loss statement / Annual Report with Profit & Loss statement (with UDIN).
- ii. Balance sheet with Profit & Loss statement available in public do main.
- iii. In case of GeM, pre verified turnover of bidder shown on GeM port al 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 ad ditional supporting documents / clarifications.

**30.** Submission of authentic documents is the prime responsibility of the bidder. However, IO CL reserves the right to verify the PQC documents submitted by the bidder(s). For the pur pose of verification, bidders shall submit complete client details with names, address, pho ne numbers and e-mail id with the understanding that IOCL may contact the bidder's clien t to verify the PQC documents. Bidders may have to submit CA certified / notarized copy of PQC documents, as required by IOCL. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQ C documents, payment shall be made only after completion of order. If at any stage, the P QC 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 t ransporters. Necessary Road Permits/Way Bills is in the scope of supplier. Materi als 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 car rying Consignment / Material inside the Refinery Premises like RC Book, Insurance Papers, Fit ness 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 u pdated 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. Drives 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. P lease ensure to send the material in Non-CNG / Non-Two Stroke Engine Vehicles on ly.

- 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 wo rks to Paradip Refinery.
- ii) Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. s o that the same can be verified at the entry gate while allowing entry by CISF. khalasis (CI eaner) should have at least one ID card such as Aadhar Card, Bank Passbook, Driving Lice nse 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 Pa radip Refinery. This shall enable CISF at Paradip Refinery to allow them smoothly inside Re finery 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 a ccepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheeler setc. 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 implement ation of the above penalty provision.

In case of accidents depending on the seriousness of injury etc. in addition to the hospi talization / 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 Vendors

### Dear Vendors,

Indian Oil has been keeping its systems updated with latest developments and newest techn ologies 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 i nvoices 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. <u>Invoice Management System</u>

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, 2<sup>nd</sup> 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 f reight & 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 su bmitted to the Office of supply or service.

Invoice raised against order **other than SAP PO/GEM Contract** should continue be submitt ed 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, wher e 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 e mail 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, whe rever 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 an d consequential delay in processing payment of the entire amount due to complicat ion of GST input credit.

### 4. Other Requirements

- Ensure that Bank Guarantee, wherever applicable, has been submitted at loc al 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 whi ch 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

### 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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 शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---