



बिड दस्तावेज़ / Bid Document

| बिड वि | वरण/Bid Details | |
|--|---|--|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 17-11-2025 16:00:00 | |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 17-11-2025 16:30:00 120 (Days) | |
| बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date) | | |
| मंत्रालय/राज्य का नाम/Ministry/State Name | Ministry Of Petroleum And Natural Gas | |
| विभाग का नाम/Department Name | Indian Oil Corporation Limited | |
| संगठन का नाम/Organisation Name | Indian Oil Corporation Limited | |
| कार्यालय का नाम/Office Name | locl- Paradip Refinery | |
| कुल मात्रा/Total Quantity | 67 | |
| वस्तु श्रेणी /Item Category | 8119994524, 8199100654, 8119992124, 8199984034, 8119995043, 8119540124, 8119991784, 8119673124, 8119990434, 8119243044, 8119051704, 8119371093, 8199990242, 8119923704, 8119990154, 8119990534, 8119542434, 8119999644, 8119051073, 8119012093 orifice with flange for various scheme | |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | | |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | Fabricated PVC - U Fittings for Portable Water Supplies as per IS 10124, Air Permeability Tester (Textile), Stainless Steel ANS B16.5 Flange | |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | Orificemeter Apparatus | |
| बीओक्यू शीर्षक /BOQ Title | supply of orifice with flange | |
| एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover | No | |
| स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover | No | |
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Experience Criteria, Compliance of BoQ specification and supporting document *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 tl buyer | |

| बिड विवरण/Bid Details | | | |
|---|-----------------------|--|--|
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No | | |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension | 5 | | |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 | | |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 2 | | |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No | | |
| बिड का प्रकार/Type of Bid | Two Packet Bid | | |
| प्राथमिक उत्पाद श्रेणी/Primary product category | 8119994524 | | |
| तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation | 7 Days | | |
| निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM) | No | | |
| मूल्यांकन पद्धति/Evaluation Method | Item wise evaluation/ | | |
| मध्यस्थता खंड/Arbitration Clause | No | | |
| सुलह खंड/Mediation Clause | No | | |
| ईएमडी विवरण/EMD Detail | | | |
| आवश्यकता/Required | No | | |
| ईपीबीजी विवरण /ePBG Detail | | | |
| आवश्यकता/Required | No | | |
| बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied. एमआईआई के लिए आरक्षित / Reserved for Make In India products | | | |
| एमआईआई के लिए आरक्षित / Reserved for Make In India products | Yes | | |

एमएसई खरीद वरीयता/MSE Purchase Preference

| एमएसई खरीद वरीयता/MSE Purchase Preference | Yes |
|---|-----|
| सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X% | 15 |
| सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference | 25 |

- 1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time a its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentag of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. 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 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 . In case Buyer has selected Purchase preference to Mic and Small Enterprises clause in the bid, the same will get precedence over this clause.
- 2. Purchase preference will be given to MSEs having valid Udvam 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 so 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 guoted 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 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 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 wo be determined by the buyer based on its own assessment of reasonableness and based on competitive prices receiv in Bid / RA process.

मृत्यांकन विधि(मदवार मृत्यांकन विधि) / 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:

| मूल्यांकन अनुसूचियां / Evaluation Schedules | वस्तु/श्रेणी / Item/Category | मात्रा / Quantity |
|---|------------------------------|-------------------|
| Schedule 1 | 8119994524 | 9 |

| Schedule 2 | 8199100654 | 6 |
|-------------|------------|----|
| Schedule 3 | 8119992124 | 7 |
| Schedule 4 | 8199984034 | 4 |
| Schedule 5 | 8119995043 | 2 |
| Schedule 6 | 8119540124 | 4 |
| Schedule 7 | 8119991784 | 1 |
| Schedule 8 | 8119673124 | 1 |
| Schedule 9 | 8119990434 | 1 |
| Schedule 10 | 8119243044 | 1 |
| Schedule 11 | 8119051704 | 3 |
| Schedule 12 | 8119371093 | 1 |
| Schedule 13 | 8199990242 | 1 |
| Schedule 14 | 8119923704 | 1 |
| Schedule 15 | 8119990154 | 1 |
| Schedule 16 | 8119990534 | 5 |
| Schedule 17 | 8119542434 | 12 |
| Schedule 18 | 8119999644 | 2 |
| Schedule 19 | 8119051073 | 1 |
| Schedule 20 | 8119012093 | 4 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

| Specification Document | View File |
|------------------------|------------------|
| BOQ Detail Document | <u>View File</u> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|-------------|------------------|---------------------------------|
|-------------------|---|-------------|------------------|---------------------------------|

| क्र.सं./S.N o. | परेषिती / रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 9 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

| क्र.सं./S.N o. | परेषिती /रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|--|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 6 | 90 |

8119992124

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 7 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

| क्र | .सं./S.N o. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-----|----------------|--|--|------------------|---------------------------------|
| 1 | | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 4 | 90 |

8119995043

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 2 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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

| व्र | Б.सं./S.N О. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
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| 1 | | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 4 | 90 |

8119991784

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

| क्र.सं./S.N o. | परेषिती /रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
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| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

8119990434

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
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| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

8119051704

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 3 | 90 |

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

| | क्र.सं./S.N o. | परेषिती /रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
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| - | L | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

8199990242

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

| क्र.सं./ o | /S.N /Co | रिपोर्टिंग अधिकारी onsignee rting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
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| 1 | Doolla F | Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

8119990154

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

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

| क्र.सं./S.N o. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|--|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 5 | 90 |

8119542434

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

| Specification Document | <u>View File</u> |
|------------------------|------------------|
| BOQ Detail Document | <u>View File</u> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

| क्र.सं./S.N o. | परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|---|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 12 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

| Specification Document | View File |
|------------------------|------------------|
| BOQ Detail Document | <u>View File</u> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

| क्र | .सं./S.N o. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-----|----------------|--|--|------------------|---------------------------------|
| 1 | | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 2 | 90 |

8119051073

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

| Specification Document | <u>View File</u> |
|------------------------|------------------|
| BOQ Detail Document | View File |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

| क्र.सं./S.N o. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|-------------------|--|--|------------------|---------------------------------|
| 1 | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 1 | 90 |

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

| Specification Document | View File |
|------------------------|------------------|
| BOQ Detail Document | <u>View File</u> |

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

| 5 | Б.सं./S.N О. | परेषिती ⁄रिपोर्टिंग अधिकारी /Consignee Reporting/Officer | पता/Address | मात्रा /Quantity | डिलीवरी के दिन/Delivery Days |
|---|------------------------|--|--|------------------|---------------------------------|
| 1 | | Doolla Raju | 754141,IOCL Paradip Refinery ,Administrative Building, Post- Jhimani ,Via-Kujang Dist- Jagatsinghpur Odisha | 4 | 90 |

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 2^{t} percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity \div Original quantity) \times Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders mus comply with these terms.

2. Scope of Supply

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

3. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacture of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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 alon with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quot price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shabe given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Indian Oil Corporation Ltd. Paradip Refinery

TENDER NO.: 9070M25H34

"SUPPLY OF ORIFICE WITH FLANGE FOR VARIOUS SCHEME

INVITED BY:

DEPUTY GENERAL MANAGER (MAT)
INDIAN OIL CORPORATION LTD. (IOCL)

Contact details for a ny Clarification

Mr. K. Usha Rani

Materials Manager

Contact no.: 0672 225 5251

Email: raniku@indianoil.in

Mr. Ranjit Kumar

Deputy General Manager (Materials)

Contact no.: 0672 225 5251

Email: ranjitk@indianoil.in

Special Instructions to Bidders/Special Conditions of Contrac

- 1. Bidder has to submit scan copy of duly signed and stamped or **digitally signed copy of Technical spication 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 deviatio heet 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" she mentioning all the Technical Deviations as per attached format given in special instruction to bidder. If the

eviation 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 e rejected.
- **5.** Please note that any deviations/ reservations/ notes/ comments etc., givens **elsewhere in the offer** ot than the "Technical deviations" **shall not be considered**.
- **6.** The responsibility of downloading the tender documents including corrigendum, if any, and subsequent oading 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 rejection and or all the bids 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 ade by the bidder.
- **8.** Guarantee/warranty clause: Guarantee certificates shall be submitted and materials shall be guaranteed r a period of **12 months from the date of Supply**.
- **9.** In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more strings requirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any cousion.
- **10.** The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable, forfeited without prejudice to any other r ts or remedies available to IOCL.
- **11.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, d suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the d retion of IOCL.
- 12. The intimation to the bidders to match the price of the lowest bidder as per tender condition may be give o some/all accepted bidders. Please note that merely matching this price shall not confer on you e right to get the order as the order shall be decided as per the terms of the tender i.e., the classifier of splitting read with purchase preference clause, if any, mentioned in the tender document.
- **13.** The bidders to quote competitive prices considering the fact that price negotiations, if required, to be he with the lowest bidder only.
- **14.** IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning a reason whatsoever.
- **15.** Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by I L to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if ts opinion this is not in the interest of IOCL.
- **16.** Consortium bids shall not be accepted unless specified in the tender.
- **17.** Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations.

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

19. Bid Security Declaration (BSD) in lieu of EMD- Applicable for this tender

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexure-1). BSD sh also be taken from bidders who are otherwise exempt from submission of EMD (e.g. MSE / Start-up / any ϵ mpted bidder category bidders).

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

Bidder has to submit Bid Security Declaration, on their Company Letterhead as per the attached format (*E* exure-1) In lieu of Earnest Money Deposit.

- **20. 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 o 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 execute the contract.
 - In (i) and (ii) above the tender submitted by the bidder shall be rejected. In a the above cases suitable penal action may be taken which may include EMD refeiture and / or holiday listing action as per the discretion of IOCL. In case or rocurement through GeM, relevant policy of GeM shall be applicable. If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may incluc EMD forfeiture and / or holiday listing action as per the discretion of IOCL.

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

Bidders may get the Bank Guarantee issued from any Bank recognized as S eduled Bank by Reserve Bank of India. Earlier, upon receipt of the Original B k Guarantee, IOCL was seeking confirmation of the same directly from the is er Bank / branch to check the authenticity of instrument. However, for faster onfirmation of the Bank Guarantee, henceforth Bidders to ensure that BG is ng bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IF 767COV (for any amendment in bank guarantee) through the SFMS Platform's 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 |

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

By making a bid pursuant to the Tender Documents, the bidder / tender shall be deemed to have declared that the bidder / tenderer has not made a other bid or a multiple bid as understood or deemed in terms of this clause.

All the multiple bids of a bidder shall be rejected and the Earnest Money Desit for all such bids shall be forfeited, not by way of penalty or liquidated darges but by way of reimbursement of the pre-estimated costs likely to be incued by the OWNER towards bidding process and in the scrutiny and evaluatic of bids.

22.a Authorization to submit bid:

In other than proprietary and branded item tenders, where the manufacturer has bmitted the bid, the bids of its authorized dealer will not be considered and EMD, i ny, will be returned.

23. 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 refus to extend.
- iv. Stipulates their own conditions and does not agree to withdraw the deviations, rendering eir 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 continuous as a rejection criteria.

- viii. Submits false/ fraudulent / forged documents.
 - ix. Influences tender outcome.

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

Cartel formation, bid rigging, collusive bidding are against the basic princip of competitive bidding and defeats the very purpose of open and competitiv endering system. Such practices are severely discouraged. Suitable adminis ative actions which include but no limited to rejecting the offers, holiday list g action as per policy in vogue for breach of integrity may be initiated in suc cases.

25. Delivery Period:

For Supply: 03 Months from date GEM PO.

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

26. Pre-Qualification Criteria, PQC (Technical experience criteria): Not Applicable

27. TPI: Not applicable

28. Pre-Qualification Criteria, PQC (Commercial experience criteria): Applicable

Proof of executed order(s) for "SUPPLY Orifice Plates With Flange / Orifice Pl es" by the bidder during the last five years ending on the last day of the month in mediately preceding the month in which the **original** bid submission end date fall should be considered as under-

- (1) Copy of one executed order of value not less than **Rs. 6.50 Lakhs**;
- (2) Copy of two executed orders each of value not less than **Rs. 5.20 Lakhs**
- (3) Copy of three executed orders each of value not less than Rs. 3.90 Lakl

FOR Destination price (Total landed cost i.e., All inclusive of P&F, Freigl TPI, Taxes and duties etc.) shall be considered for arriving at the executed o er value.

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

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

Proof of execution of experience criteria:

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

- i) Purchase Order along with Invoice(s) {with self-certification that supplies a ainst invoice has been successfully executed}. Uploading the invoice(s) on te-portal is considered as self-certification by the bidder that supplies agains he 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 exec ed order value. In case the execution certificate does not mention the execution value, the bidder shall have to submit other documents as mentioned here adjusted to the respective of the property of the pro
- iv) In case, bidder cites any reference of job executed for IOCL (bidder to cle y mention the IOCL PO number and PO date in their offer) and bidder has no is not able to furnish documentary evidence, the internal records of IOCL shabe considered against proof of fulfillment of commercial or technical experie e criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is n available in SAP) shall be deemed as date of execution.
- v) In case multiple orders have been placed against a single rate contract ar the cumulative order value satisfies the PQC, it may also be considered, suk ct to submission of other documents as mentioned above. Multiple GeM cont cts against one GeM bid on a particular vendor is to be considered as a sing PO for PQC evaluation.
- vi) Acceptance of PQ Documents of related / unrelated parties shall be as follows:-

| SI. No | Scenario | I FINANCIAI CRAMANTIAIS | Techno-commercial Experien ce Criteria |
|--------|---|---|--|
| 1 | A New Entity formed as a result of merger of two e ntities and the earlier ent ity cease to exist | New Entity can use previous financial credentials of any of the merged companies or of its own. | New Entity can use previous e xperience of any of the merge d companies or of its own. |
| 2(i) | An entity (A) takes over another entity (B) and B ceases to exists | Bidder can use previous fin ancial credentials of compa ny taken over by bidder or of its own. | Bidder can use previous experience of company taken over by bidder. |

| 2(ii) | An entity (A) takes over another entity (B) partiall y and the said part of ent ity (B) vertical specific bu siness vertical of B cease s to exist. | Bidder cannot use previous financial credentials of spec ific business vertical of com pany taken over by bidder. | Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B). |
|-------|--|---|---|
| 3 | Parent company (bidder) using the credentials of it s subsidiary | Financial credentials of the bidding entity | Parent company can use the cr edentials of its subsidiaries. In such case, additional surety to be taken from parent and subs idiary for joint and several res ponsibility. |
| 4 | Indian subsidiary (bidder) using the credentials of its Foreign Principals | Financial credentials of the bidding entity. In case the b idding entity's Audited Bala nce Sheet (BS) is not yet m ade, BS of the Parent Comp any shall be acceptable. | Credentials of the Foreign Prin cipals can be used. However, t he foreign principal shall be re quired to furnish a legally enfo rceable undertaking that they shall be jointly and severally li able, along with the bidder, for the successful execution of the order, if awarded. |
| 5 | Demerger of an entity B from another entity A by virtue of Corporate re-str ucturing exercise | Demerged entity can use the credentials of original/ parent entity (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tenderfor 5 years from the date of incorporation of the new entity. Government regulations, if any, may be followed. | Demerged entity can use the c redentials of original/ parent e ntity to the extent of demerger scheme as approved by the competent authority and subject to verification (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criter ia in the tender for 5 years from the date of incorporation of the new entity. (However, same experience cannot be used by the original entity). |
| 6 | A new entity formed has taken over all the assets and liabilities of the proprietorship concern or partnership firm wherein on e or more of the Directors of the new entity were the proprietor or partners and the erstwhile proprietorship concern/partnership firm has ceased doing business after taking over of the business by the new entity. | The new entity can use the financial credentials of the e rstwhile proprietorship conc ern/partnership firm. | The new entity can use the ex perience of the erstwhile |

If JV is allowed in the tender, then the partner company on the basis of whom the JV qualify in the tender $\mathfrak L$ uld have minimum 50% equity holding in JV. Such company shall provide undertaking that they will not di

e their equity holding in JV till the execution of contract and defect liability period is over.

- 29. Pre-Qualification Criteria, PQC (Financial: Annual Turnover): Not Applicable
- **30.** Notwithstanding any other condition / provision in the tender documents, bidders are required to submit mplete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer.

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

31. Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the ht to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall s mit complete client details with names, address, phone numbers and e-mail id with the understanding the OCL may contact the bidder's client to verify the PQC documents. Bidders may have to submit CA certification notarized copy of PQC documents, as required by IOCL. Non submission of these documents, if asked will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, prement shall be made only after completion of order. If at any stage, the PQC documents are found to be for d / false, suitable penal action shall be taken, which may include EMD forfeiture, termination of order (who ver applicable) and holiday listing the vendor.

INSTRUCTION TO BIDDER FOR TRANSPORTATION OF MATERIALS

Successful Bidder (Vendor) to dispatch the materials by any bank appropriated road transporters. Necessary Road Permits/Way Bills is in the scope supplier. Materials should be booked on Freight paid basis and dispatch d 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 here are certain rule and regulation while entering the vehicle and personnel in Ce ral Stores, Paradip Refinery.

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

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

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

CNG / Two Stroke engine Vehicles are not allowed to enter the refinery pr mises. Please ensure to send the material in Non-CNG / Non-Two Stroke E

gine Vehicles only.

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

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

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Vendor Invoice Management

Communication to Vendors

Dear Vendors,

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

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

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

Invoice Requirement - Physical

Digitally signed invoice uploaded through Vendor Portal is preferred. However, where vendor submit he 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 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 liker
 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 included g Company Code & Plant Code available on Order
- In case where Vendor knows its SAP Vendor Code with Indian Oil, the same suld 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, verever applicable.
- In case where request for time extension has been submitted but not approve by EIC, invoice still should be raised by reduced amount.
- Subsequently, Vendor can issue Debit Note when time extension is granted a er raising of invoice.
- This process will eliminate the requirement of credit note for GST accounting nd consequential delay in processing payment of the entire amount due to confiction of GST input credit.

4. Other Requirements

- Ensure that Bank Guarantee, wherever applicable, has been submitted at cal office of the place of supply/ service as per required format
- Ensure submission of all the documents at local office of the place of supp 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, Decated Email and 9 to 5 Helpdesk have been introduced, details of which are as under: -

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

Key features include status of invoice, payment details including deductions, if any, and the UTR details cl ked in the below link https://apps.indianoil.in/vim/resources/out/index.html Following Undertaking / Declaration / Documents (Formats are appended below in this document), as a icable, also to be submitted duly filled, signed & stamped by bidder along with bid on GeM Portal: ANNEXURE-1: PROFORMA FOR BID SECURITY DECALARTION FORMAT a) ANNEXURE-2: PROFORMA FOR RESTRICTIONS ON PROCUREMENT FROM A b) DDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA ANNEXURE-3 (A & B): PROFORMA FOR DECLARATION AND UNDERTAKING c) OR LOCAL CONTENT **ANNEXURE-4: DECLARATION ABOUT MANUFACTURER OR TRADER** d) ANNEXURE-5: PROFORMA FOR DECLARATION OF BLACKLISTING / HOLIDA e) **LISTING** ANNEXURE-6: PROFORMA FOR DECLARATION ON PROCEEDINGS UNDER IN f) **OLVENCY AND BANKRUPTCY CODE, 2016** ANNEXURE-7: DECLARATION REGARDING THE MULTIPLE BID g) ANNEXURE-8: GENERAL DECLARATION-1 (BIDDER DETAILS) h) ANNEXURE-9: GENERAL DECLARATION-2 (DEVIATION) i)

In order to further enhance the Vendor Experience, a Web-based self-help Chatbot " Indu" has been (

eloped.

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| <u>Annexure</u> |
| Earnest Money Deposit (EMD) |
| Bid Security Declaration (BSD) strictly as per the format below is to be sumitted by bidders in lieu of EMD failing which bid shall be rejected. MSE / tart-up / any exempted bidder category bidders are also required to subt the BSD failing which bid shall be rejected. |
| |
| (On Bidder's Letterhead) |
| (On Bidder's Letterhead) Bid Security Declaration (BSD) |
| <u>. </u> |
| <u>. </u> |
| Bid Security Declaration (BSD) |
| Bid Security Declaration (BSD) Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s |
| Bid Security Declaration (BSD) Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s participating in the subject Tender No:, for the job of, do hereby declare that in the event: |
| Bid Security Declaration (BSD) Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s participating in the subject Tender No:, for the job of, do hereby declare that in the event: I / We withdraw / modify our bid during the period of bid validity |
| Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s participating in the subject Tender No:, for the job of, do hereby declare that in the event: I / We withdraw / modify our bid during the period of bid validity OR I/We commit any other breach of tender conditions/ contract which would have otherwise attracted forfeiture |
| Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s |
| Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security I /We, the authorized signatory of M/s |

| Date: |
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| <u>Annexure</u> |
| (Please submit on Bidder's Letterhead) |
| RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICHSHARES A LAND BORDE WITH INDIA |
| UNDERTAKING |
| 1. I have read the clauses of Order no. F. No. 6/ 18/ 2019-PPD dated 23.07.2020 issued by Ministry of Fin ce, Department of Expenditure, Public Procurement Division, regarding restrictions on procurement from a bic r of a country which shares a land border with India; I certify that this bidder is not from such a country or, if m such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills a equirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration the Competent Authority shall be attached] |
| 2. I further undertake that if above undertaking / certificate given by the bidder whose bid is accepted is nd to be false, this would be a ground for immediate termination and further legal action in accordance with L . |
| SIGNED FOR AND ON BEHALF OF BIDDER |
| Date: |
| Place: |
| Name of Bidder |
| Seal & Signature of Bido |
| |
| NOTE: This declaration should be signed by the Bidder's authorized representative on COMPANY TTERHEAD who is signing the Bid and scanned copy to be uploaded. |
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| | Annexure - 3 |
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| <mark>ry</mark> nt | ote: The undertaking submitted by the bidder shall be supported by a certificate from the statu auditor or cost auditor of the company (in case of companies) or from a practicing cost accour or practicing chartered accountant (in respect of other than companies) giving the percentage cal content. (Above note is applicable for Rs. 10 Cr and above tenders) |
| iot | UNDERTAKING FOR LOCAL CONTENT AGAINST PPP-MII POLICY |
| | UNDERTAKING FOR LOCAL CONTENT AGAINST PPP-MII POLICY |
| | |
| | GeM ID |
| Ce | ertification by bidder |
| | |
| I | , Son/ Daughter of, do solemnly affirm and s as under: |
| | |
| Ι. | That I am the< < Designation of the authorized signatory >> cand I am duly authorized to furnish this undertaking declaration on bel |
| | f of M/s (bidder name). |
| | |
| 2. | That M/s has submitted its bid no dated against eM bidding document no dated for tendered item for Panipat Refin |
| | eM bidding document no dated for tendered item for Panipat Refin |
| | y of IOCL. |
| | |
| 3. | · · · · · · · · · · · · · · · · · · · |
| | o Make in India), Order - 2017 and amendments thereof, enclosed in the above bide g document. |
| | |
| 4. | We hereby confirm that our offer is achieving the local content (LC) of |
| •• | a. minimum 50% |
| | |
| | b. 20% <= LC < 50% |
| | c. LC < 20% |
| _ | (Tick whichever is applicable.) |
| 5. | I confirm that I am aware of the implication of the above undertaking and our liabil on account of wrong declaration. |

(Authorized signatory of Suppli

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid. Preference applicable only for suppliers claiming minimum 50 % Local Content.

Annexure - 3

PROFORMA FOR DECLARATION OF LOCAL CONTENT %

| (A) | (B) | (C) | (D) | (E) | (F) |
|------|--|----------|-----------------------------|-------------------|---------------|
| Sr N | Item Description | Countr | Details of Cost of Locally- | Details of Locati | Percentage |
| 0. | /- | y of Ori | Sourced Imported Items* | on (s) at which I | of local cont |
| | (Scope & | gin | in percentage of Total Qu | ocal value addit | ent (%) |
| | Specifications shall be as per Tender docume | | oted Price (%) | ion is made | |
| | nts) | | | | |
| | | | | | |
| 1 | Schedule 1 GeM Bid | | | | |
| 2 | Schedule 2 GeM Bid | | | | |
| 3 | Schedule 3 GeM Bid | | | | |
| 4 | Schedule 4 GeM Bid | | | | |
| 5 | Schedule 5 GeM Bid | | | | |
| 6 | Schedule 6 GeM Bid | | | | |
| 7 | Schedule 7 GeM Bid | | | | |
| 8 | Schedule 8 GeM Bid | | | | |
| 9 | Schedule 9 GeM Bid | | | | |
| 10 | Schedule 10 GeM Bid | | | | |
| 11 | Schedule 11 GeM Bid | | | | |
| 12 | Schedule 12 GeM Bid | | | | |
| 13 | Schedule 13 GeM Bid | | | | |
| 14 | Schedule 14 GeM Bid | | | | |
| 15 | Schedule 15 GeM Bid | | | | |
| 16 | Schedule 16 GeM Bid | | | | |
| 17 | Schedule 17 GeM Bid | | | | |
| 18 | Schedule 18 GeM Bid | | | | |
| 19 | Schedule 19 GeM Bid | | | | |
| 20 | Schedule 20 GeM Bid | | | | |

NOTES FOR BIDDERS:

Explanatory notes for calculation of local content given below:

- · Imported items sourced locally from resellers/distributors shall be excluded from calcuion of local content.
- The license fees/royalties paid/ technical charges paid out of India shall be excluded to m local content calculation.
- Procurement/Supply of repackaged/refurbished/rebranded imported products as unde ood commonly shall be treated as reselling of imported products and shall be excluded om calculation of local content.
- · For Details please refer latest PPP-MII Order 2017 and further amendments time to time

Bidders to provide the details/documents as applicable as per below:

A. Bidders to confirm the Cost of such locally-sourced imported items (Inclusive f taxes) along with break-up on license/royalties paid/technical expertise cost tc. sourced from outside India in Line with PPP-MII Order 2017 and further an ndments time to time if any along with bid.

Here provide the breakup if any or else in absence thereof it shall be considered as "NIL

B. For Items Sold by Bidder as reseller, OEM Certificate for Country of Origin to | Submitted along with bid.

Seal & Signature of Bide

| Annexure |
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DECLARATION ABOUT MANUFACTURER OR TRADER

Bidder to confirm below whether they are participating in this bid as Manufacturer or Trader for the quoted ite

| Schedule No. | Participated as Manufacturer OR Trader of the Quoted Item |
|--------------------|---|
| For ALL line items | |

NOTE:

Bidder to upload the above declaration duly signed and stamped along with the offer.

| Annexure |
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PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

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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 a presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & I ural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrulor fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership files) 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 st ate "NIL")

Particulars - "NIL"

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _______, which is submitting the accompanying E Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of y other firm or concern presently, are placed on any blacklist or holiday list declared by Indian Oil Corporatior d. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation LI or MOPNG, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or fill 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 thereo f 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 (poration Ltd. Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Coration 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 thereo f state "NIL")

| Particulars - "NIL" | |
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| In the case of Consortium: | |
| ist declared by Indian Oil Corporation Ltd. Or by | the Consortium are presently placed on any holiday list or bla Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry G, in respect of corrupt or fraudulent practice(s), except as in |
| (Here give particulars of black listing or ho | liday listing and/or inquiry and in the absence thereo |
| f state "NIL") | |
| Particulars - "NIL" | |
| e the right to reject my/our bid, and if the bid ha | to be false in any particular, Indian Oil Corporation Ltd. shall he resulted in a contract, the contract is liable to be terminated cluding black listing or holiday listing) available to Indian Oil |
| | |
| Place: | Signature of Bidder: |
| Date: | Name of Signatory: |
| | |
| - | |
| NOTE: Default declaration has been kept as ck listing or holiday listing and/or inquiry", | s "NIL". The same to be replaced with "Particulars of b If applicable. |
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(Page 2 of 2)

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| | | <u>Annexure</u> |
| | PEROFORMA FOR DECLARATION ON PRO 16 {to be submitted in Bid Documents} | CEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, |
| | I/ We hereby declare that I/We /M/s | , declare that: |
| i. | e. | resolution process or liquidation or bankruptcy proceeding as on |
| | Or, | |
| ii. | I / We am/are undergoing insolvency resoluted details mentioned below. (Attached details | ution process or liquidation or bankruptcy proceeding as on date il with technical bid) |
| | Note: - Strike out which is not applicable | e. |
| | ct my/our bid, and forfeit the EMD. If the bid | nd to be false, Indian Oil Corporation Ltd. shall have the right to has resulted in a contract, the contract will be liable for terminat dy (including black listing or holiday listing) available to Indian C |
| | Place: Bidder: | Seal & Signature of |
| | Date: | Name of Signatory: |
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| <u>Annexure</u> |
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| DECLARATION REGARDING THE MULTIPLE BID |
| I Mr declare hereby in the capacity of Director that Bidder M/s |
| Submitting only one bid for this tender and has not made any other bid or multiple bids. |
| Note: As per the following, the submitted bids shall be considered as multiple bids: i. A person shall be deer d to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a rtnership or association of persons format and /or in a company format. |
| ii. A company shall for this purpose include any artificial person whether constituted ι der the laws of Indian or of any other country. |
| iii. A person shall be deemed to have a bid in partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid. |
| iv. A person shall be deemed to have a bid in a company format if the person holds me e than 10% of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid or holds more than 10% of voting share capital in and/ or is a director of holding company of that company which has submitted the bid. |
| In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the earner money deposit (if applicable) for all such bids shall be forfeited, not by way of penalty or liquidated damage but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards biddin process and in scrutiny evaluation of the bid. |
| Stamp & Signature of the Tender |
| Name of Bidder (s) |
| Place: |
| |

<u>Annexure</u>

General Declaration-1

Bidders are required to furnish declaration as per the following format.

| GEM BID NO. | |
|---|---|
| Bidder's Name | |
| Vendor code with IOC L (if available) | |
| Email ID(s) | |
| Mobile No.(s) | |
| Whether bidder is PS U (Yes/No) | |
| Whether Bidder is a J oint Venture (JV) com pany of IOCL (Yes/No) | |
| Please Confirm as per applicability | 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 Direct or Yes / No (Bidder to confirm) |

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Annexure

General Declaration-2

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Deviations Statement- Technical

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

| SI. No | Ref doc na me/page n o. | Description of Cla use | Deviation proposed by bidder |
|--------|-------------------------------|---------------------------|------------------------------|
| 1 | | | |
| 2 | | | |
| 3 | | | No Deviation |
| 4 | | | |
| 5 | | | |

Check List of documents to be submitted with offer

| Sr. No. | Description | Remarks (Yes / No) |
|------------|---|------------------------|
| 1 | Documents towards compliance of Commercial Pre-Qualification Criteria (PO copy with proof of execution) | |
| 2 | Documents towards compliance of Financial Pre-Q ualification Criteria (Audited annual turnover det ails with balance sheet/P&L statement) | |
| 3 | Technical PQC + Datasheets duly filled with relevant data wherever required as per tender | |
| 4 | BSD submitted in bidder's letter head (Annexure-1) | |
| 5 | Restrictions On Procurement from a Bidder of a C ountry which shares a Land Border with India (An nexure-2) | |
| 6 | Declaration and undertaking for local content (Annexure-3 (A & B)) | |
| 7 | Declaration About Manufacturer or Trader (Annex ure-4) | |
| 8 | Declaration of Black listing / Holiday listing (Annex ure-5) | |
| 9 | Declaration of proceedings under Insolvency and Bankruptcy Code,2016 (Annexure-6) | |
| 10 | Declaration regarding the multiple bid (Annexure-7) | |
| 11 | General Declaration-1 (Bidder Details) (Annexure-8) | |
| 12 | General Declaration-2 (Deviation) – Technical, if any (Anne xure-9) | |
| 13 | UDYAM copy submitted (For MSEs) | |
| 14 | Certificates / Undertakings/Declarations, etc. in compliance to Government Policies <u>as applicable</u> as per tender requirement | |
| | 1. Documents related to Start Ups, if applicable | |

| 15 | Relevant Power of Attorney | |
|----|----------------------------|--|
| 16 | Miscellaneous Documents | |

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

5. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority 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 bill fany clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treate 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</u> <u>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 specifyir 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 m be.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ w the main category based item, the same must not be done through ATC or Scope of Work.

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 bot 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 / ac / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Paymen of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

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

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 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 प्राधिक 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 करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of Gem GTC clause 26 regain 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, any bidder from a country which shares a land border with India will be eligible to 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 non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---