



IndianOil

*INDIAN OIL CORPORATION LIMITED
BARAUNI REFINERY*

Tender No. : RBRM19R022

SUPPLY OF MISC. ELECTRICAL ITEMS AT BARAUNI REFINERY

Invited by:
Deputy General Manager Materials
Indian Oil Corporation Ltd. (IOCL)
Barauni Refinery
PO-Barauni Oil Refinery
Dist: Begusarai
Bihar-851114
India

Index

S. No.	Document	Page No.
1	Notice Inviting Tenders	3
2	Pre-Qualification Criteria (PQC)	4-5
3	Special Purchase Conditions & Instructions to Bidders (SPC & ITB)	6-25
4	List of Bank approved Transporter/Third party Agencies (Annexure-A)	26
5	Panel of Banks for acceptance of Bank Guarantee (Annexure –B)	27-28
6	Terms & Conditions of Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) (Annexure –C)	29
7	Special Packaging Requirements (For Foreign Supplies) (Annexure –D)	30
8	Tender Conditions for Benefits/Preference for Micro & Small Enterprises (MSEs) (Annexure –E)	31-32
9	Relaxation in Pre-Qualification Criteria to Startups and Micro & Small Enterprises (MSMEs)(Annexure-F)	33-34
10	Tender Conditions after Implementation of Insolvency and Bankruptcy Code, 2016 (IBC).	35
11	Proforma for details of Annual Turnover as per PQC	Attached separately
12	Proforma for details of Past Experience as per PQC	
13	Proforma of Exceptions and Deviations	
14	Proforma of Declaration of Black listing / Holiday listing	
15	Undertaking by the Tenderer(s)	
16	Contact details of Vendor	
17	Bank details Mandate	
18	GST details format	
19	Enquiry cum offer (RFQ)	
20	Agreed Terms and Conditions (ATC) (Indigenous/Foreign)	
21	General Purchase Conditions & Formats for Bank Guarantees	
22	Instruction to bidders on E-Tendering	
23	Technical specifications (if applicable)	
24	Bill of Quantity (BOQ)- Priced	

All above documents form part of the tender documents

In the event of any irreconcilable conflicts, the hierarchy for acceptance shall be:-

- (i) *Pre qualification criteria (technical, commercial and financial)*
- (ii) *Special terms and conditions as per RFQ/ Enquiry cum offer and technical specification along with technical evaluation and loading criteria*
- (iii) *Agreed terms and Conditions (indigenous or import)*
- (iv) *General Purchase Conditions and GPC addendum*
- (v) *General Guidelines to the bidder.*

Indian Oil Corporation Limited

**Barauni Refinery, PO-Barauni Oil Refinery, Dist: Begusarai
Bihar-851114**

Notice Inviting Tender (National): Open e-tender

Indian Oil Corporation Limited, a company incorporated in India invites e-tender under **two bid** (part-I: Techno commercial bid and part-II: Price bid) from bonafide experienced Manufacturers/Suppliers of sound financial standing and reputation for the job defined in this tender covering following items. the details of the tender are given below:-

Description	SUPPLY OF MISC. ELECTRICAL ITEMS AT BARAUNI REFINERY
Tender no.	RBRM19R022
Type of Tender	Open e-tender
EMD amount (in INR)	Rs 9,836.00 (Nine Thousand eight hundred and thirty six rupees only)
<p>1. Please submit EMD through online mode / offline mode (in form of Bank Guarantee only in case EMD is above Rs. 1.0 lac)(EMD BG should be valid for a minimum period of 7 months from date of opening of technical bid).</p> <p><i>Note: For EMD amount less than Rs 1.00 lakh, Bank Guarantee is not acceptable.</i></p> <p>for details on how to submit EMD online / offline, please refer “special instruction to bidders” attached separately in this tender.</p> <p>2. EMD exempted categories: Micro & Small Enterprises (valid as on the date of original bid opening), Start ups (recognized by DIPP and fulfilling the Startup definition requirement of Government of India as on the date of original bid opening), Central/State PSUs and JVs of IOCL.</p> <p>3. Please refer “General Terms and Conditions” also for more details on EMD submission.</p>	
Address of the issuing authority	Deputy General Manager Materials Barauni Refinery PO-Barauni Oil Refinery Dist : Begusarai Bihar-851114 India Phone : +91-6243-275381/5381/5396 e-mail : vv_kumar@indianoil.in kumarneeshant@indianoil.in saurabhak@indianoil.in
Download Start Date (DD/MM/YYYY) & Time	25.03.2019 15:00 HRS IST
Bid Submission Start Date (DD/MM/YYYY) & Time	28.03.2019 15:00 HRS IST
Download End & Bid Submission End Date (DD/MM/YYYY) & TIME	08.04.2019 15:00 HRS IST
TECHNICAL BID OPENING DATE (DD/MM/YYYY) & Time	09.04.2019 from 15:00 HRS IST Onwards

Tender Documents (Non-transferable) can be downloaded from IOCL e-tendering web site: www.iocletenders.nic.in. bids in physical form sent through fax/e-mail/courier/post will not be acceptable. any corrigendum/sale date extension/addendum shall be published on our website: www.iocletenders.nic.in only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep them updated.

Pre-Qualification Criteria (PQC):

Commercial Experience Criteria

*For experience, the order(s) of similar items executed by the bidder on FOB / **FOR despatch point basis (i.e. excluding taxes duties freight, third party inspection charges etc.)**, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls*, should be considered as under:*

- 1.1. Single order of “similar item” where executed value of order is not less than the amount equal to **Rs 4,20,059.00**

OR

- 1.2. Two orders each executed for “similar item” where executed value of each order is not less than the amount equal to **Rs 3,36,047.00**

OR

- 1.3. Three orders executed for “similar item” where executed value of each order is not less than the amount equal to **2,52,035.00**

Similar type of equipment/Item is defined as “Any Electrical items any industry/commercial establishment.”

NOTE:

** Last date of order execution shall fall in the above mentioned period as indicated in the commercial pre-qualification criteria.*

Bidder to submit copy of Board of Director details, certificate of Incorporation, Copy of memorandum and article of association/company registration, executed PO copies and audited balance sheet and profit & loss statement etc showing constitution of bidders towards fulfillment of commercial experience & financial criteria along with techno commercial bid coming under same management. Bidder shall furnish along with the un-priced bid the necessary documentary evidence / proof in support of claim for meeting the above PQC requirement.

Notwithstanding any other condition / provision in the tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given one opportunity with a fixed deadline to provide complete and unambiguous documents in support of meeting the pre qualification criteria. In case the bidder fails to submit any document or submits incomplete documents within the given time, the bidder's tender will be rejected.

For fulfilling the commercial experience criteria bidder shall submit any one of the following documents:

- 1. Purchase order copy along with invoice(s) with self certification by the bidder that supplies against the invoices covering the “similar order” have been executed to the required value.*
- 2. Purchase order copy along with bank certificate indicating payment against the PO.*
- 3. Execution certificate by client with order value.*
- 4. Goods receipt note (GRNs) in case where IOCL is a client.*
- 5. Or any other document is to be submitted by bidder in support of execution.*

SPECIAL PURCHASE CONDITIONS & INSTRUCTIONS **TO BIDDERS (SPC & ITB)**

SUMMARIZED GENERAL TENDER TERMS & CONDITIONS

Third Party Inspection: *Not Applicable*

Performance Bank Guarantee: *Not Applicable*

NOTE:

1. Evaluation will be done on item wise lowest basis.
2. Bidder to quote /select anyone mentioned brand only for line items 10,20,30,70 & 80 as per item text & brand mentioned.
3. If any bidder offer other than mentioned brand for these line items (10,20,30,70 & 80), their offer shall be rejected for these line items.

1. BID SUBMISSION GENERAL GUIDELINES

2.1 Submit your offer on-line on IOCL e-tender website: www.iocletenders.nic.in only. Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: www.iocletenders.nic.in only and no separate notification shall be published in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

2.2 Bids will be accepted only through the e-tender portal. No manual bids shall be permitted along with electronic bids. Tender issuing authority is not responsible for the delay/non-downloading of tender documents by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.

2.3 The system time (IST) displayed on e-tendering web page shall be the reference time and no other time shall be taken into cognizance.

2.4 The un-priced and price bids have to be submitted online only. However, documents like EMD (in case same is to be submitted in form of BG for EMD amount above Rs. 1.0 lac) and any other documents mentioned in the tender which needs to be submitted in hard copy have to be submitted offline.

2.5 Please quote unit rate for each item as per our unit of measurement.

2.6 Complete specifications for the items offered together with description, literature and samples called for and markers name, brand, etc. must be furnished.

2.7 Please quote other charges (like packing & forwarding, freight, third party inspection charges and applicable taxes and duties strictly in the space provided in the prescribed price schedule (BOQ) or un-priced schedule or agreed terms and conditions.

2.8 The bids shall be uploaded in **2(two) parts** {part-I : techno-commercial bid and part-II : price bid in electronic form only through Indian Oil e-tendering system on IOCL e-tendering website www.iocletenders.nic.in

Part-I: Techno-Commercial bid, i.e. un-priced bid/Techno-Commercial bids packets should contain following:-

2.8.1 Documents towards fulfillment of pre-qualification criteria of the tender.(if applicable)

2.8.2 Un-priced bid schedule/enquiry cum offer indicating quoted/regret against each item (price should not be filled in un-priced bid/enquiry cum offer)

- 2.8.3 *Technical specification dully signed and stamped/digitally signed on each page as a token of acceptance.*
- 2.8.4 *Agreed terms and conditions (ATC- Indigenous or import as the case applicable) duly filled, signed & stamped/digitally signed.*
- 2.8.5 *Tender document duly signed and stamped/Digitally signed on each page as a token of acceptance.*
- 2.8.6 *IOCL General Purchase conditions and addendum to GPC duly signed and stamped/digitally signed on each page. Or confirmation in agreed terms and conditions with no deviation will also be treated as acceptance to IOCL GPC even if signed and stamped/digitally signed copy of GPC is not submitted.*
- 2.8.7 *“Performa of declaration of black listing/holiday listing” duly filled, signed and stamped/digitally signed.*
- 2.8.8 *Deviation sheet (technical or commercial), if any.*
- 2.8.9 *Required annexure(s) as per tender documents.*

Part-II: Priced bid packet should contain:-

- 2.8.10 *Prescribed price schedule (BOQ) with basic unit price. the priced BOQ should be uploaded strictly as per format available with the tender in the website failing which the offer is liable for rejection.*
- 2.9 *Clarifications, if any, must be raised at least five working days prior to Bid submission end date and time.*

2.0 GENERAL INFORMATION TO BIDDERS

- 2.1 *The bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.*
- 2.2 *Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their bid.*
- 2.3 *IOCL reserves the right to use in-house information for assessment of bidder's capability for consideration of bid.*
- 2.4 *Please note that consortium bids are not acceptable.*
- 2.5 *Bidder has to send 'standard storage condition. of this product in our stores & .materials safety data sheet/term card. in case of hazardous items. materials should be supplied with materials test certificate.*
- 2.6 *Bidder may please note that cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of erasing fluid. all corrections should be duly signed by the bidder. Use of white/erasing fluid for correcting the rates is banned. IOCL reserves the right to accept or reject the offer either in part or full wherever white/erasing fluid is used. **(Applicable for manual bidding only)***

- 2.7 *Please quote price in words and figures for each item. in case of a conflict between figures and words, value indicated in words shall prevail. **(applicable for manual bidding only)***
- 2.8 *The dealers who are submitting offers on behalf of their Principals must attach the authorization letter of their manufacturers along with the bid.*
- 2.9 *The replies/clarifications to our TQ's/CQ's should be given strictly as per our requirement/ format only and shall be complete and in a time bound manner (as per cutoff date) else the bid shall be ignored treating the same as non-responsive.*
- 2.10 *Supplemental letters for revision in prices received from bidders shall be considered only in those cases where the revision in the price is asked for by IOCL based on changes in specification/scope of work/commercial terms and conditions.*
- 2.11 *On any account, in any case bids have to be revalidated before PBO beyond the originally sought validity, the same may be allowed with or without change in prices. However, IOCL reserves the right to cancel such tender and refloat the same.*
- 2.12 *In case of e-tendering bidder shall declare: "the bidder declares that none of the e-documents have been tampered with. in case of tampering of e-documents, the bids shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL. "*
- 2.13 *A company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the experience criteria.*
- 2.14 *Submission of authentic documents is the prime responsibility of the bidder.*
- 2.15 *Wherever IOCL has concern or apprehension regarding the authenticity/correctness of any document, IOCL reserves the rights of getting the documents cross verified from the documents issuing authority.*
- 2.16 *Bidders are requested to respond to the tender either by submitting their bids or by explaining the reasons for non-submission of the offer.*
- 2.17 *In case of involvement of the foreign bidders, tenders can be submitted either by the bidder directly or through their Indian agent/representative on behalf of them, but not both. The Indian agent/representative should represent only one bidder*

and not allowed to quote on behalf of another bidder for the same tender. In case an agent quotes on behalf of more than one foreign bidder or OEM, all such bids of the agent shall be liable for rejection.

- 2.18 Bidders are requested to note that tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.*
- 2.19 IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.*
- 2.20 Although normally the lowest responsive bid amongst the bids submitted by the 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.*

3.0 Earnest Money Deposit (EMD)

- 3.1 EMD as mentioned in the notice inviting tender is to be submitted through online mode only. For details of how to submit EMD online, bidder may refer special instruction to bidders attached separately in this tender.*
- 3.2 The earnest money deposit (EMD) as specified against each tender of value below Rs one lakh should be submitted through online mode only as indicated at point no. 9.1 and above Rs one lakh by way of online mode or bank guarantee only. Bank guarantee should be strictly as per IOCL format valid for minimum three months beyond bid validity date.(i.e. **EMD validity 7 months from technical bid opening date**) EMD in form of bank guarantee for amount less than 1.00 lakh is not acceptable. Bank Guarantee format strictly as per IOCL GPC Annexure-A.*
- 3.3 BG's should have been issued on stamp paper of adequate value as per law/rules on stamp duty prevailing in the concerned state.*
- 3.4 Panel of banks for acceptance of Bank Guarantee is provided in tender.*
- 3.5 Foreign vendors to get bank guarantee issued by scheduled bank operating in India, including the Indian branch of a foreign bank recognized as a scheduled bank in India.*
- 3.6 In case of foreign bidders, the EMD shall be in equivalent us dollar. based on authorization by foreign bidder, their Indian associates may be allowed to submit EMD in INR.*

- 3.7 EMD should be submitted along with technical bids only otherwise offer is liable for rejection. In case the bank guarantee is directly sent by the bankers to IOCL, then certified copy of the said BG to be enclosed along with technical bids.
- 3.8 EMD is not required to be submitted by those bidders who are govt. organizations/public sector undertakings of the central / state governments.
- 3.9 Micro & Small Enterprises (MSE) registered with agencies as mentioned in PPP are exempted from payment of earnest money deposit (EMD).
- 3.10 Start up's recognized by DIPP are also exempted from payment of earnest money deposit.
- 3.11 Joint venture companies of Indian Oil Corporation limited are also exempted from submitting EMD.
- 3.12 Bidders may note that for tenders where EMD is to be submitted through online mode, bid submission will only happen after EMD submission and the bidder will not be able to freeze the bid if EMD is not submitted online.

4.0 Release of EMD:

- 4.1 EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after approval of price bid opening.
- 4.2 EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released immediately after final approval of the ordering proposal by the competent authority.
- 4.3 EMD of the successful bidder shall be released after receipt of an acceptable PBG (in case the PBG is applicable as per tender). In case PBG is not applicable EMD will be released after placement of order.
- 4.4 Forfeiture of EMD: EMD shall be forfeited and bidder will be put on holiday list in the following circumstances:**
- 4.4.1 In case the bidder alters / modifies / withdraws the bid Suo-Moto after opening the bids (technical bids in case of two bid system) within the validity period. In such a case, the tender submitted by the bidder shall be liable for rejection.
- 4.4.2 In case the tender is accepted and the bidder fails to deposit the PBG or to execute the contract within the stipulated period.
- 4.4.3 If any information given by the bidder/tenderer found to be incorrect in any particular considered by the owner to be relevant for the evaluation of the bid/tender, or is found by the owner to misrepresent the facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/tender is found by the owner to be forged, false or fabricated.

5.0 TENDER OPENING:

- 5.1 *The un-priced offers shall be opened on the due date as per notice inviting tender (NIT) or scheduled extended date in our office and the priced offer of bidder whose un-priced offers are found techno-commercial suitable shall be opened on a suitable date for which a separate intimation shall be furnished to the techno-commercially acceptable bidders.*
- 5.2 *Witnessing of opening of technical bid & price bid of the tender shall be online at our website.*
- 5.3 *Offer shall be submitted in online mode on above given IOCL e-tendering website during the prescribed period indicated in nit. the un-priced bids shall be opened on the date and time indicated in nit or scheduled extended date (if applicable)*
- 5.4 *IOCL reserves the right to extend the tender due date before bid opening time.*
- 5.5 *The intimation for opening of priced bids of the techno-commercially acceptable offers shall be sent from e-tender site before Price Bid Opening (PBO). PBO shall be done on e-tender portal only and bidders can also witness bid opening by logging in to the e-tender portal through their system using their valid digital signature / certificate.*

6.0 TIME FOR COMPLETION:

- 6.1 *The time allowed for completion of the work shall be reckoned from the date of Letter of Acceptance (LOA) / Purchase Order (PO). Please mention best possible shortest delivery period from the date of LOA / Purchase Order.*
- 6.2 *Unless otherwise specified, materials should be supplied in one lot within the Contractual Delivery Date (CDD).*
- 6.3 *In case of delay in execution of the order beyond the CDD or any extension(s) thereof, delays shall be governed by IOCL's General Purchase Conditions (GPC) specifically Clause 12 of GPC. The exceptions to Cl 12 of GPC are given in a) and b) below:*
 - 6.3.1 *In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved for the package).*
 - 6.3.2 *In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables, steel etc.), price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.*

7.0 MODE OF PAYMENT & ACCEPTANCE CRITERIA:

- 7.1 *Bidders may note that IOCL (BR) shall release all payments through e-payment mode (RTGS / NEFT/ account to account transfers) only and not through any other mode. Bidders must therefore, submit their bank details as per format without fail.*
- 7.2 *Besides, all bank charges incidental to payment against dispatch documents through bank (if applicable) shall be to vendors account only.*

8.0 NOTE REGARDING AGREED TERMS & CONDITIONS IN TENDER DOCUMENT

- 8.1 *Please note that offer should clearly include point-wise reply & acceptance of technical/commercial points indicated at agreed terms & conditions / special terms & conditions or elsewhere, enclosed with this enquiry. However, it shall not be necessary for the bidder to return the complete tender documents duly signed as a token of their acceptance of the same while submitting their bid. Instead, the bidder may submit an undertaking along with the index page of tender documents duly signed to the effect that he has fully read and understood the tender requirements and accepts all terms & conditions of the tender (except for the ones mentioned in the deviation statement) and his offer is in confirmation to all terms of tender.*
- 8.2 *Please indicate your GST registration no., HSN code of offered material and applicable GST rates against same in agreed terms and conditions format.*
- 8.3 *All bidders are requested to give confirmation about acceptance of IOCL's GPC without any deviation. GPC is available on our website **www.indianoiltenders.com***
- 8.4 *The bidder is required to state*
- 8.4.1 *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 his relative is a Partner or the BIDDER is a private company in which any Director of IOCL is a member or Director. List of Indian Oil Directors may be taken from www.iocl.com.*
- 8.5 *Bidder to confirm acceptance of repeat purchase order (In Agreed Terms & condition duly filled) within 6 months of the original order with same rate, terms & conditions.*
- 8.6 *Bidder to confirm acceptance of part order (part item/part qty) & in such case, all charges will be on pro-rata value basis. in case a bidder does not accept part*

order condition or gives conditional acceptance of part order(Meeting minimum value of the order), its price bid shall be opened. in case the bidder is lowest for all items or meeting the part order condition, order shall be proposed on that bidder. In case not meeting the part order condition, the bidder's offer shall be commercially rejected for the entire tender or specific line item depending on the part order condition.

- 8.7 *In case Performance Bank Guarantee (PBG) is applicable against the subject tender, bidder to submit PBG strictly as per IOCL format.*
- 8.8 *Bidder is requested to clearly mention the applicable taxes & duties which should be extra. if bidder does not mentioned taxes & duties, the same shall be considered as "to be borne by bidder"*
- 8.9 *The rates quoted should be valid for at least 120 days from the due date/extended due date of tender with firm delivery period.*
- 8.10 *In case of any variation in tax or duty rate or introduction of New Tax/Duty after submission of bid, the offers shall be evaluated considering the rate/tax/duty as applicable on the date of price bid opening.*
- 8.11 *In case any New Tax/Duty is introduced after placement of order but within the contractual delivery period the same shall be to IOCL's account against submission of relevant documents.*

10.0 **NEGOTIATION :-**

Bidders should quote most competitive prices considering the fact that price negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations.

11.0 **CARTEL FORMATION IN BIDDING**

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

12.0 **SUO MOTU CHANGES IN PRICES**

- 12.1 *Suo motu price change: In case of any suo moto change in price, following shall apply:*

Stage	Price Increase	Price Decrease
<i>After opening of un-priced bid</i>	<i>Not Acceptable. Bid shall be rejected. Action regarding Holiday Listing may be taken. EMD shall be forfeited.</i>	<i>In case of suo motu price decrease:</i> <ol style="list-style-type: none"> <i>1. Tender evaluation shall be done without considering suo motu price decrease.</i> <i>2. Ordering shall be done considering suo motu price decrease.</i>

13.0 **INVALID TENDERS AND TENDERS LIABLE FOR REJECTION:**

A tender is liable for rejection in the following circumstances:

- 13.1 *Does not pay the EMD before deadline.*
- 13.2 *Does not fulfill PQC as per tender documents.*
- 13.3 *Stipulates validity period less than what is stated in the tender documents and does not extend bid validity as per tender requirement when asked for.*
- 13.4 *Stipulates his own conditions and does not agree to withdraw the deviations rendering his bid unacceptable.*
- 13.5 *Does not submit bid in the prescribed format making it impossible to evaluate the bid.*
- 13.6 *Indulges in tampering of tender documents.*
- 13.7 *Does not conform to any other condition which stipulates non-conformance of tender conditions as rejection criteria.*
- 13.8 *Use of white/erasing fluid for correcting the rates. **(applicable in case of manual tendering)***

14.0 **PAYMENT TERMS (INDIGENOUS / FOREIGN) :**

For Supply

As per Clause 5 of GPC

For site work

100% after successful installation & commissioning and on certification of engineer-in-charge.

For site services

100% after completion of site services

15.0 SITE WORK (GENERAL TERMS & CONDITIONS) – Wherever applicable

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

15.1 For violation of applicable safety, health and environment related norm, a penalty of Rs.5000.00 per occasion.

15.2 Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000) per injury in addition to Rs.5000.00 per occasion.

15.3 Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000) per fatality in addition to Rs.5000.00 occasion.

15.4 Bidders are requested to take appropriate insurance policy for the effective implementation of the above penalty provision.

15.5 In case of accidents depending on the seriousness of injury etc. In addition to the hospitalization/treatment charges and group insurance amount, compensation shall be paid by the party to the affected person/his family members in presence of engineer-in-charge as per workmen compensation act.

15.6 Terms and Conditions for site supervision and training – Wherever applicable

15.6.1 Bidder should quote per diem rate.

15.6.2 The per diem rates shall include travelling, lodging, boarding, local transport, medical, all insurance including third party, income tax, withholding tax/corporate tax (if applicable) , all taxes & all other incidental charges.

15.6.3 The per diem rates shall exclude GST rate which shall be payable extra.

15.6.4 Working hours as those prevailing at site – upto eight hours a day, Monday through Saturday and holidays as applicable to site personnel shall apply.

- 15.6.5 Taxes at source shall be deducted by IOCL as per prevalent Government policy while making payments against each invoice.
- 15.6.6 All foreign nationals coming to India for execution of projects/ orders will have to apply for necessary visa. In their own interest bidders are advised to check latest visa rules from relevant sources in their country in case foreign nationals are required to be deputed to India during execution of order. Visa should not contain the clause “not valid for prohibited, restricted and cantonment areas”
- 15.6.7 Per diem rates shall apply from the date the supervisory personnel reach site and upto the day they leave site. No payment shall be made for the transit Period.
- 15.6.8 Vendor’s supervisory personnel shall observe / abide by site working conditions prevailing in the refinery, safety codes and Indian laws.
- 15.6.9 Payment for supervision services rendered at site shall be reimbursed as per number of actual man-days consumed at site certified by engineer-in-charge.

16.0 OVERALL RESPONSIBILITY

- 16.1 It will be the responsibility of the bidder alone to indent and load the necessary trailers/trucks/tankers for transportation of material from the bidder’s factory/workshop to concerned unit and to maintain the supply referred to in the subsequent condition thereof for which the bidder will be eligible for delivery charges quoted. This delivery charge will cover all items covered in the tender form.
- 16.2 It will be the sole responsibility of the bidder to arrange for third party inspection (if applicable for the tender) and submit the third party inspection certificate **in** time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.
- 16.3 It shall be the responsibility of the bidders to fill complete, correct and accurate information in line with the requirements / stipulation required to facilitate due evaluation/consideration of their tenders. If any information given by the bidder/tenderer found to be incorrect in any particular considered by the owner to be relevant for the evaluation of the bid/tender, or is found by the owner to misrepresent the facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/tender is found by the owner to be forged, false or fabricated, the owner may reject the bid, and without prejudice to any other right(s) of action or remedy available to the owner, the owner may forfeit the earnest money given by the bidder in the form of earnest money deposit or bank guarantee in lieu of earnest money deposit in order to compensate the owner for the expenses incurred by it in considering the bid (and not by way of penalty) and take action for putting the bidder/tenderer on holiday list for such period as the owner in

this behalf considers warranted and/or to remove the bidder from the approved list of vendors.

17.0 EVALUATION & LOADING CRITERIA:-

- 17.1 *Bid evaluation will be done considering GST rates and HSN quoted by the bidder. GST rate and HSN code provide by bidder shall be treated as final and bids shall be evaluated on gross tax basis i.e. after including amount of GST. Any higher rate of tax actually invoiced shall be adjusted in price.*
- 17.2 *Bidder may note that GST shall be calculated on all price components, i.e. ex-works basic rate, packing & forwarding charges, freight charges, third party inspection charges, site work, site services etc.*
- 17.3 **Price adjustment clause on account of delay in delivery:**
Bidder must accept Clause 12 as specified in GPC. Non-acceptance of the same or for accepting liquidated damage, offers shall be loaded by 5% during bid evaluation. In case the clause as per IOCL GPC is accepted but with maximum limit indicated as 5% of undelivered order value, loading of 2.5% shall be done.
- 17.4 **Performance Bank Guarantee (PBG):** *In case PBG is applicable against the subject tender, bidder to furnish PBG for percentage of order value specified in tender conditions as per clause 5.2(e) of IOCL GPC. In case of non acceptance of the above, the quoted basic prices shall be loaded by percentage of PBG required for evaluation purpose. In case PBG is agreed for less than required percentage, loading shall be done for the differential amount.*
- 17.5 **Loading for transportation:** *If freight charges, wherever applicable, are mentioned as “freight to pay” in the offer, freight loading shall be done considering the higher of the following two options: - (a) maximum prorated (on the basis of distance) freight charge quoted by any other bidder against the same tender to decide the lowest bidder for evaluation. After loading, if the same bidder becomes L1 (lowest) then the order will be placed based on freight charges payable extra at actual subjected to maximum freight charges by which the prices of the L1 bidder has been loaded.*
- 17.6 *In case bidder does not mention anything about freight component, the same shall be considered as “NIL” for evaluation and ordering.*
- 17.7 **Third Party Inspection (TPI) Charges:** *When a bidder does not quote TPI charges in spite of having been stipulated in the tender documents to indicate inspection charges, the same shall be considered as “NIL” for evaluation and ordering.*

17.8 **Transit Insurance:** *Transit insurance shall be in the scope of IOCL and to be covered by IOCL. A nominal loading of 0.5% shall be done for evaluation. In case the bidder quotes insurance charges inclusive, its bid shall still be loaded by this amount for evaluation purpose.*

17.9 **Royalty Inflow:** *In case of any benefit to IOC R&D for the usage of IOC R&D formulations by the bidder in the form of royalty, such royalty inflow net of prevailing taxes / surcharges, should be deducted from the quoted price as specified in documents.*

17.10 **Specific Discount:** *Specific discount if any given shall be considered. Conditional discount like for prompt payment etc. shall not be considered for evaluation.*

17.11 **Payment terms:** *IOCL preferred payment terms shall be 100% payment within 30 days after receipt and acceptance of material at site or 90% payment against dispatch documents through bank and balance 10% within 30 days after receipt and acceptance of material at site. For Foreign vendors, payment shall be made either through irrevocable unconfirmed CAD or LC at sight. In case the foreign bidder insists on confirmed LC, confirmation charge is to be borne by the bidder. Any deviation to this payment terms shall attract loading for interest implication @ **10.8% pa.***

17.12 *Evaluation shall take into consideration government of India guidelines with respect to purchase preference applicable to central PSU'S, MSE'S as well as any applicable government of India guidelines.*

17.13 *Bidders are requested to submit the offer in line with terms and conditions provided in RFQ / tender document without taking any deviations. It may be noted that deviations to commercial terms indicated in this tender document may not be allowed even though commercial loading has been indicated in this section. this loading shall be applicable only if the owner allows deviation to any of the indicated commercial terms.*

18.0 **COMPONENT/SPARES/ACCESSORIES:**

18.1 *Prices of Mandatory Spares, Commissioning spares and special tools and tackles, wherever required and as specified in the tender documents shall be included / quoted extra (as specified in Price Format(BOQ)).*

18.2 *All spares quoted (as specified in Price Format(BOQ)) by suppliers against the specified Tender requirement will be evaluated and recommended for ordering with the main equipment except recommended two years operation and maintenance(O&M) spares. It is the prime responsibility of the bidder to quote spares prices as asked in the price format / tender documents (may be included in*

the main item or asked to specifically quote spares prices as extra). In case a supplier does not quote for spares as extra wherever asked to specifically quote as extra (in the price format), their spares price shall be considered as included in the main item price. Evaluation and ordering shall be done considering spares price as included / nil. Rate of O & M Spares should be valid for 2 years from date of commissioning.

18.3 Commissioning spares and special tools and tackles, if required and mentioned in Tender Documents, will be considered for price evaluation and recommended for ordering as quoted by Suppliers. They need to be quoted extra only when asked in the price format (BOQ). However, Supplier shall be fully responsible and no additional cost shall be paid by IOCL in case commissioning spares/ special tools & tackles over & above those quoted by supplier are required.

18.4 Bidders are requested to quote for their recommended two years operation and maintenance spares wherever asked for but the same will not be considered for price evaluation. The prices quoted for recommended two years operation and maintenance spares shall remain valid up to the contractual completion/delivery period of Order. Order of recommended two years operation and maintenance spares may be placed by IOCL separately, if required. Spares and its quantity shall be decided by IOCL at the time of Order for two years operation and maintenance spares.

19.0 CURRENCY OF BID

19.1 Bidding currency shall be Indian Rupees (INR) for Indian bidders

19.2 Bidding currency shall be US Dollar / Euro / GBP / JPY / SGD for Foreign bidders. In case of any Indian supply or services, the same shall be quoted only in INR clearly indicating in the offer the name and contact details of the Indian party on whom the order has to be placed. However, acceptance of such supplies / services shall be subject to IOCL's acceptance.

20.0 CONVERSION TO SINGLE CURRENCY

20.1 To facilitate evaluation and comparison, IOCL will convert all bid prices quoted in various currencies (in which the bid price is payable) to single currency and that will be Indian Rupees only, at the Bill selling exchange rate published by the State Bank of India on the day of price bid opening.

21.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 21.1 *IOCL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.*
- 21.2 *Prior to the detailed evaluation, IOCL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ Documents without deviations, objections, Conditionality or reservations.*
- 21.3 *Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non responsive and rejected.*
- 21.4 *IOCL's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by IOCL, and may not be subsequently made responsive by the bidder by correction of the nonconformity.*

22.0 CONTACTING IOCL REPRESENTATIVE

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

23.0 UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 23.1 *Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award.*
- 23.2 *Unsolicited bids received from the bidders who were not issued the enquiry shall not be opened. However in case such a bid is accompanied with*

authorization letter from one of the bidders to whom enquiry was issued, the same shall be opened.

24.0 SPLITTING OF ORDERS

Order for supply and site work shall not be split and only single order covering the entire scope of work on each supplier shall be placed unless otherwise mentioned in Tender Documents /Technical specifications.

25.0 AWARD OF WORK

25.1 IOCL will award the order to the bidder who has been determined as a lowest evaluated bidder.

26.0 IOCL'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

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

27.0 NOTIFICATION OF AWARD

27.1 IOCL will notify the successful bidder in writing by e-mail / post that its bid has been accepted. The Letter of Acceptance / SAP Purchase Order will constitute the formation of the Order.

27.2 The Delivery Schedule shall commence from the date of Letter of Acceptance (LOA) or SAP Purchase Order (PO) whichever is earlier.

27.3 LOA / PO will contain price, delivery and other salient terms of bid and RFQ Document. Bidder will be required to confirm receipt of the same as acknowledgement / Acceptance within a maximum of 7 days, failing which the same shall be deemed as accepted.

28.0 FRAUDULENT PRACTICES

28.1 IOCL requires that Bidders/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of IOCL, and includes collusive practice among bidders (prior to or after

bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive IOCL of the benefits of free and open competition.

- a. IOCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.*
- b. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.*
- c. In case, the information/ document furnished by the Bidder/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, IOCL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to IOCL under the contract such as forfeiture of PBG/ Security Deposit, withholding of payment etc.*
- d. In case, this issue of submission of false documents comes to the notice after execution of work, IOCL shall have full right to forfeit any amount due to the Bidder/ Contractor along with forfeiture of PBG/ Security Deposit furnished by the bidder/ contractor.*
- e. Further, such bidder/ contractor shall be put on Blacklist/ Holiday/ Negative List of IOCL debarring them from future business with IOCL for a time period, as per the prevailing policy of IOCL.*

29.0 RESOLUTION OF DISCREPANCY IN QUOTED RATES / CHARGES

If the bidder has quoted rates / charges at more than one place in the bid document, then in case of discrepancy between the quoted rates / charges, higher(st) shall be considered for evaluation and lower(st) for ordering.

30.0 ARBITRATION

Arbitration shall be as per clause 34 of GPC and its amendment. Any legal dispute shall be within the jurisdiction of Begusarai court, Bihar.

However in case of an order on Indian Central Public Sector Enterprise (CPSE) or Government Department the below shall be applicable:

POIn the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary,

Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

31.0 SUBMISSION OF POWER OF ATTORNEY (POA):

Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:

<i>In case of Proprietary Concern</i>	<ul style="list-style-type: none"> • If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. • If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern
<i>In case of Company</i>	<ul style="list-style-type: none"> • Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company OR • POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company
<i>In case of Partnership Firm/ LLP</i>	POA along with Deed of Partnership / LLP Agreement
<i>In case of Co-Operative Society</i>	Copy of resolution passed as per Society Rules

32.0 LANGUAGE OF BID

32.1 The Bid prepared by the bidder, all correspondence/drawings and documents relating to the bid exchanged by the bidder with IOCL shall be in English Language alone provided that any document furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

32.2 *In case a foreign bidder submits any of the pre-qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy of the same duly certified, stamped and signed by their local chamber of commerce.*

33.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

33.1 *All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:*

- a. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.*
- b. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.*
- c. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.*

33.2 *Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.*

List of Bank approved / IOCL nominated Transporters having godown at Begusarai

1. *M/s Associated Road Carriers Ltd. (ARCL)*
2. *M/s Transport corporation of India (TCI Freight)*
3. *M/s TCI XPS*

List of Third Party Inspection Agencies (IF APPLICABLE)

- a) M/S ABS INDUSTRIAL VERIFICATION (INDIA) PVT. LTD
- b) M/S PROJECTS AND DEVELOPMENT INDIA LTD
- c) M/S TUV SUD SOUTH ASIA PVT. LTD
- d) M/S IR CLASS SYSTEMS AND SOLUTIONS PVT LTD
- e) M/S VCS QUALITY SERVICES PRIVATE LIMITED
- f) M/S TUV RHEINLAND (INDIA) PVT LTD
- g) M/S CERTIFICATION ENGINEERS INTERNATIONAL LIMITED
- h) M/S RITES LTD
- i) M/S MOODY INTERNATIONAL INDIA PVT LTD.
- j) M/S DNV GL BUSINESS ASSURANCE INDIA PVT LTD
- k) M/S TATA PROJECTS LIMITED
- l) M/S RINA SERVICES S.P.A
- m) M/S VINCOTTE INTERNATIONAL INDIA ASSESSMENT SERVICES P
- n) M/S QUALITY EVALUATION AND SYSTEMS TEAM PVT. LTD
- o) M/S LLOYD'S REGISTER ASIA
- p) M/S SGS INDIA PVT. LIMITED

Panel of Banks for acceptance of Bank Guarantee (If Applicable)

- I. *BG's less than Rs. 1 crore may be accepted from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks and scheduled regional rural banks) as appearing in the second schedule to the RBI act 1934.*
- II. *BG's of Rs. 1 crore and above may be accepted, which is issued by any of the following banks:*
 1. ALLAHABAD BANK
 2. BANK OF BARODA
 3. BANK OF INDIA
 4. BANK OF MAHARASHTRA
 5. CANARA BANK
 6. CENTRAL BANK OF INDIA
 7. CORPORATION BANK
 8. INDIAN BANK
 9. STATE BANK OF BIKANER & JAIPUR
 10. STATE BANK OF HYDERABAD
 11. STATE BANK OF INDIA
 12. STATE BANK OF MYSORE
 13. STATE BANK OF PATIALA
 14. STATE BANK OF TRAVANCORE
 15. UCO BANK
 16. UNION BANK OF INDIA
 17. UNITED BANK OF INDIA
 18. VIJAYA BANK
 19. ANDHRA BANK
 20. DENA BANK
 21. IDBI BANK
 22. INDIAN OVERSEAS BANK
 23. ORIENTAL BANK OF COMMERCE
 24. PUNJAB & SIND BANK
 25. PUNJAB NATIONAL BANK
 26. SYNDICATE BANK
 27. ICICI BANK
 28. HDFC BANK
 29. KOTAK MAHINDRA BANK
 30. SOUTH INDIAN BANK
 31. FEDERAL BANK
 32. EXIM BANK
 33. ING VYSYA BANK
 34. AXIS BANK
 35. YES BANK
 36. CITI BANK N.A.
 37. HSBC BANK
 38. DEUTSCHE BANK AG

39. BANK OF AMERICA N.A
40. ROYAL BANK OF SCOTLAND
41. BNPPARIBAS
42. BANK OF NOVA SCOTIA
43. BANK OF TOKYO-MITSUBISHI UFJ LTD.
44. MIZUHO CORPORATION BANK LTD
45. BARCLAYS BANK PLC
46. ANZBANK
47. JP MORGAN CHASE BANK
48. STANDARD CHARTERED BANK
49. DBS BANK
50. FIRST RAND BANK

III. BG's from any other bank other than above can be accepted only if the same is counter-guaranteed by any of the above 50 banks.

The rating of bank sanctioning the BG should not fall below the rating of 'A' from moody's or equivalent (from other rating agency) in case of foreign bank and rating of at least 'AA' from CRISIL or equivalent (from other rating agency) in case of Indian banks during the tenor of the bg. in case the rating falls below threshold level at any time during the tenor of BG, the party will arrange to replace the BG, at its own cost, through any of the bank acceptable to IOCL.

**TERMS & CONDITIONS OF POST WARRANTY COMPREHENSIVE ANNUAL
MAINTENANCE CONTRACT (PWCAMC) (If Applicable)**

The prices for PWCAMC are for complete scope of work and services as specified in the technical specifications.

PWCAMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall exclude CGST & SGST / IGST which shall be payable extra. The prices also include cost of spares and damaged parts (in case of comprehensive maintenance contract). Purchaser does not have any liability, whatsoever, over and above the prices of PWCAMC.

The PWCAMC charges also include arranging hand tools & tackles, special tools etc. required to carry out the work.

The payment terms for the PWCAMC shall be on quarterly basis on completion of each quarter against submission of Bills duly certified by the Engineer-in-charge/as mentioned in Technical Specifications.

The order for PWCAMC may be placed separately by IOCL before the expiry of contractual Warranty Period/can be placed along with order for main equipment /Supply. However, the price of PWCAMC services will remain valid for specified Years (no. of years for which PWCAMC is required) from the date of expiry of Warranty period.

Seller shall submit PBG for PWCAMC as per Tender documents /Technical specifications for the validity and specified annual PWCAMC amount as per Tender Documents. In absence of a valid PBG (If any), payment for PWCAMC shall not be released.

Periodic and Preventive maintenance: Seller/Contractor shall depute their engineers to installation site as & when required for regular checkups, as part of periodic maintenance. He shall also depute their service engineers periodically for preventive maintenance, major repairs/replacement and reporting. Price shall also include emergency visits as necessary.

SPECIAL PACKAGING REQUIREMENTS (FOR FOREIGN SUPPLIES)

(If Applicable)

All raw/solid wood packaging material used for packaging shall be appropriately treated and marked as per ISPM-15 (International Standards of Phyto-sanitary measures 15) OR shall be accompanied by a Phytosanitary Certificate with the treatment endorsed.

The treatment of raw/solid wood packaging material prior to export shall include either Methyl Bromide (MB) @ 48 g/m³ for 16 hrs at 21° C and above or any equivalent thereof or heat treatment (HT) at 56° C for 30 min (core temperature of wood) or Kiln Drying (KD) or Chemical Pressure Impregnation (CPI) or any other treatments provided that these meet the HT specifications of the ISPM-15.

However, the above conditions shall not be applicable to wood packaging material wholly made of processed wood products such as ply wood, particle board, oriental strand board of veneer that have been created using glue, heat and pressure or combination thereof. The above conditions shall also not be applicable to wood packaging material such as veneer peeler cores, wood wool & shavings and thin wood pieces (less than 6mm thickness) unless they are found to be harboring any pests.

Tender Conditions for Benefits/Preference for Micro & Small Enterprises (MSEs)

I. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a. District Industries Centers (DIC)*
- b. Khadi and Village Industries Commission (KVIC)*
- c. Khadi and Village Industries Board*
- d. Coir Board*
- e. National Small Industries Corporation (NSIC)*
- f. Directorate of Handicraft and Handloom*
- g. Any other body specified by Ministry of MSME*

II. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid in the form of EM –Part II Certificate (erstwhile)/UAM .

III. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

IV. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

V. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit (EMD).

*VI. Price Preference – subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, **twenty five percent of the total quantity** of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1(non MSE) + 15 percent shall be allowed to supply up to **25 percent of total tendered quantity** provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they*

match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

VII. Out of the **twenty five percent** target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs and three percent shall be earmarked for procurement from Women Entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, sub-targets of four percent and three percent so earmarked shall be met from other MSEs.

VIII. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling IOCL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as:

- a. In case of proprietary MSE, proprietor(s) shall be SC /ST
- b. In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

XI. To qualify for entitlement as Women MSE+

- a. In case of proprietary MSE, proprietor(s) shall be Women
- b. In case of partnership MSE, Women partners shall be holding at least 51% shares in the enterprise.
- c. In case of Private Limited Companies, at least 51% share shall be held by Women promoters.

*** 25% benchmark would include 4% for SC/ST owned MSEs and 3% for women owned MSEs.**

Relaxation in Pre-Qualification Criteria to Startups and Micro & Small Enterprises (MSMEs)

As part of Startup India initiative of the Govt of India, Indian Oil Corporation Ltd. is pleased to offer the following benefit to a Startup:

A Startup shall not be required to meet the Pre Qualification Criteria (PQC) mentioned elsewhere in the tender documents but their qualification shall be subject to meeting the quality and technical specification of the tendered items.

A Micro & Small Enterprise (MSE) shall be allowed 15% relaxation on the PQC mentioned elsewhere in the tender documents but their qualification shall be subject to meeting the quality and technical specification of the tendered items.

Startup

To qualify as a Startup and avail this benefit, the bidder has to be recognized as a Startup by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry(DIPP), Government of India.

An Entity (Private Limited Company or Registered Partnership Firm or Limited Liability Partnership) shall be considered as a Startup –

- a) Up to Five years from the date of its incorporation / Registration*
- b) If its Turnover for any of the financial years has not exceeded Rupees 25 Crore and*
- c) It is working towards innovation, development, deployment or commercialization of new products, processes or services driven by technology or intellectual property.*

Bidders interested in availing Startup benefit are required to submit the following documents:

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

On receipt of the above documents, IOCL shall verify the following before extending Startup benefit to the bidder:

1. *Whether the bidder is within the 5 years existence from the date of incorporation / registration.*
2. *Whether the bidder's turnover in any of the Five (5) Financial Years since incorporation exceeds Rs. 25 cr.*
3. *The authenticity / validity of the certificate shall be checked on the Startup India portal www.startupindia.gov.in*
4. *Whether the bidder is a Startup as on the date of original bid due date.*

In its own interest, the bidder claiming Startup benefits is advised to ensure that it qualifies as a Startup in accordance with the definition of Startup issued vide Notification G.S.R. 180 (E) dtd. 17.02.16 of Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

MSE

To qualify as MSE, the bidder has to submit documents in support of it being an MSE as specified elsewhere in the tender documents.

In case it is found that the bidder does not qualify as a Startup / MSE and has not submitted the documents in support of meeting the PQC, no further chance shall be given to such bidders to submit documents in support of meeting the PQC.

GST RELATED:

“TDS under GST, if applicable, shall be deducted from contractor’s/ vendor’s bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor”.

Tender Conditions after Implementation of Insolvency and Bankruptcy Code, 2016 (IBC).

- Offer from the following type of bidders will not be considered:

(a) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).

(b) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.”

- It will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by IOCL.
- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- IOCL reserves its right to evaluate and finalise the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.

A declaration / undertaking shall be submitted from the bidder in the Format (as per ANNEXURE) along with techno-commercial bid

- Guide lines for Evaluation & Short closure:

After opening of price bid but before award, if a bidder(s) is(are) rejected due to initiation of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code), tender will be finalized ignoring such bid(s).