

TENDER NO. : PRMM186504

**INDIAN OIL CORPORATION LIMITED
Panipat Refinery & Petrochemical Complex**

TENDER NO. : PRMM186504



IndianOil

“Acetic Acid”

INVITED BY:

**DEPUTY GENERAL MANAGER (MAT)
INDIAN OIL CORPORATION LTD. (IOCL)
PANIPAT REFINERY & PETROCHEMICAL COMPLEX
PO :- BAHOLI
PANIPAT PIN :- 132140**

CONTACT PERSON:

**MATERIALS MANAGER
CHETAN KAMBLE
INDIAN OIL CORPORATION LTD. (IOCL),
PANIPAT REFINERY
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9.	DMEP TENDER CONDITIONS (If applicable)	PDF	Refer Work item document on e-tender portal
10.	INTEGRITY PACT AGREEMENT FORMAT (If applicable) (Not applicable in subject Tender)	PDF	Refer Work item document on e-tender portal
11.	SCOPE OF SUPPLY CUM TECHNICAL SPECIFICATION DOCUMENTS	PDF	Refer “Enquiry-cum-Offer” document
12.	PRICE SCHEDULE FORMAT-PRICED	XLS	(UPLOADED SEPARATELY AS BOQ)
13.	FORMAT FOR ACCEPTANCE OF TENDER TERMS & CONDITIONS	XLS	Refer Work item document on e-tender portal & Sheet 1 “Decl. & Accept.-on-Tender-T&C” in XLS file named “Bid_Documents”
14.	AGREED TERMS AND CONDITIONS (INDIGENOUS)/ (IMPORT)	XLS	Refer Sheet 2(a) “ATC(Ind)”/2(b) “ATC (Imp)” in XLS file named “Bid_Documents”
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List of IOCL directors is available at <https://www.indianoiltenders.com/StandardDoc/Download.aspx>

ALL ABOVE DOCUMENTS FORM PART OF THE TENDER DOCUMENTS.

In the event of any irreconcilable conflicts , the hierarchy shall be as under:

- 1. Scope of Supply Cum Technical Specifications documents.**
- 2. Agreed Terms & Conditions (Indigenous) / Agreed Terms & Conditions (Import)**
- 3. IOCL General Purchase Conditions (GPC)**

TENDER NO. : PRMM186504**1. NOTICE INVITING TENDER – LIMITED E-TENDER****TENDER NO. : PRMM186504**

Indian Oil Corporation Limited, a Company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, “Western Express Highway”, Bandra (East), Mumbai-400 051 invites E-tender under **TWO BID (PART-I: Techno-Commercial Bid and PART-II: Price Bid)** from bonafide experienced Bidder of sound financial standing and reputation for the job(s) defined in this tender covering following items. The details of the tender are given below:

Material Description	<u>Acetic Acid</u>
Quantity	As per BOQ/Enquiry Cum Offer document
Type of Tender	<u>LIMITED E- TENDER</u>
EMD Amount (in INR)	Rs. 9,27,150.00
EMD exempted categories: Micro & Small Enterprises (MSE) as mentioned in “TENDER CONDITIONS FOR BENEFITS/PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSEs)”, Startup recognized by DIPP, Central/State PSUs & Govt. Organizations and JVs of IOCL.	
Please refer “General Instruction to Bidders” for information on EMD submission.	
TENDER DOWNLOAD/ SALE PERIOD	08.05.2018 (6.00 P.M. IST) to 15.05.2018 (3.00 P.M. IST)
BID SUBMISSION PERIOD	08.05.2018 (6.00 P.M. IST) to 15.05.2018 (3.00 P.M. IST)
CLARIFICATION PERIOD	08.05.2018 (6.00 P.M. IST) to 15.05.2018 (3.00 P.M. IST) <i>**Queries for clarification to be sent over email during the “Clarification Period”. Though IOCL may respond to clarifications sought after “Clarification Period”, IOCL will not be under obligation to extend the bid submission date or to respond to clarifications sought by the buyers after the scheduled “Clarification Period”.</i>
Pre Bid Meeting	NOT APPLICABLE
BID OPENING DATE & TIME	16.05.2018 (3.00 P.M. IST) Tender will be opened online on https://iocletenders.nic.in/ , on or after mentioned date & time.
Address of the Tender Issuing Authority: Deputy General Manager (Mat). PO-BAHOLI, PANIPAT REFINERY, PANIPAT-132140, HARYANA.	

- Tender document (Non-Transferable) can be downloaded from IOCL e-tendering web site <https://iocletenders.nic.in/>
- Offer shall be submitted ONLY through online mode on above given IOCL e-tendering website.
- Bids in physical form sent through fax / email / courier / post will not be acceptable.

Note: - Any Addendum / Corrigendum / Sale date extension in respect of above tender shall be issued on our website: <https://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 themselves updated.

Place: Panipat

Deputy General Manager

2. PRE-QUALIFICATION CRITERIA (PQC):
NOT REQUIRED

2.1 TECHNICAL CRITERIA: NOT APPLICABLE FOR THIS TENDER

2.2 FINANCIAL CRITERIA: NOT APPLICABLE FOR THIS TENDER

The bidder should have an annual turnover of **Rs...**
in any of the last three preceding financial years **(2014-15, 2015-16, 2016-17)**.

For fulfilling the financial criteria, any one of the following are to be submitted along-with the un-priced bid as valid proof for meeting the criteria:

- i. An audited balance sheet (including Income Statement) of the bidder.
- ii. Published Annual report.
- iii. In case the balance sheet is available in the public domain the same shall be accepted etc.

2.3 COMMERCIAL EXPERIENCE CRITERIA: NOT REQUIRED.

The order(s) executed by the bidder, 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 as under:

a. Three orders each executed for *Similar item where executed value is not less than the amount equal to

OR

b. Two orders each executed for *Similar Item where executed value is not less than the amount equal to

OR

c. One order executed for *Similar Item where executed value is not less than the amount equal to

***Similar Item:**

NOTE:-

1. FOB/FCA/FOR Dispatch point price (inclusive of P&F charges, if any) shall be considered for arriving at the executed order value.
However, in case any other cost component like TPI charges, Freight charges, Taxes & Duties etc. are not indicated separately and are already included in the Purchase Order Value, as evident from the submitted Purchase order copies, then executed order value shall include such inclusive cost components also for the purpose of PQC evaluation.
2. Last date of order execution may fall in the above mentioned period i.e. within last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls.

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3. Foreign orders in currency other than USD shall be converted to USD on the date of the said Purchase Order (Global Tenders). Orders in currency other than INR shall be converted to INR on the date of the said Purchase Order (National Tenders). RBI reference rate shall be considered for forex conversion.
4. For fulfilling the commercial experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:
 - i. 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.
 - ii. Purchase Order copy along with Bank Certificate indicating payment against the PO.
 - iii. Execution certificate by client with order value.
 - iv. Goods Receipt Note (GRNs) in case where IOCL is a client.
 - v. Any other document in support of order execution like TPI release note, etc.

Other Notes:

a) The requirement for submission of audited financial statement is sometimes not accepted by some foreign bidders due to their internal / local regulation (particularly in case such bidders are subsidiaries of other foreign company). Instead of this they prefer to submit CEO / CFO certificate (the parent company for itself or for its subsidiary) for their turnover or the financial statement.

In such case CEO / CFO's certificate in original from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

b) Similarly in case where the bidder cites the reasons of Non Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

c) 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 vendor to

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also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce.

d) Bids submitted on consortium and joint -ventures basis are not acceptable, unless otherwise specified in the Tender.

e) IOCL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.

f) In case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given only one opportunity with a fixed deadline after bid opening 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.

g) A Company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.

h) Submission of authentic documents in time is the prime responsibility of the bidder.

i) Wherever IOCL has concern or apprehension regarding the authenticity/correctness of any document, IOCL reserves the right of getting the documents cross verified from the document issuing authority.

3. GENERAL INSTRUCTIONS TO BIDDERS:

- 3.1** The Bids shall be uploaded in **2 (TWO) COVERS** (COVER-1: Techno-Commercial Bid and COVER-2: Price Bid) in case of **Two bid Tender** in electronic form only through Indian Oil e-tendering system on IOCL E-Tendering website (<https://iocletenders.nic.in/>)

COVER -1: Techno-Commercial Bid i.e. Un-Priced Bid should contain:

- i. Online EMD/Bank Guarantee Scanned Copy of EMD Instrument/on date valid EMD Exemption document.
- ii. Bid_Documents XLS file containing sheets as under, duly filled as applicable and digitally signed as bidder's acceptance and confirmation:
 - a. Sheet 1 "Decl. & Accept.-on-Tender-T&C" - **PROFORMA FOR DECLARATION ON ACCEPTANCE OF TENDER SCOPE, SPECIFICATIONS, TERMS & CONDITIONS.**
 - b. Sheet 2(a) "ATC(Ind- **AGREED TERMS AND CONDITIONS (INDIGENOUS/IMPORT)**
 - c. Sheet 3(a) "Deviations_Technical"/ 3(b) "Deviations_Commercial"- **PROFORMA FOR DEVIATIONS LIST: TECHNICAL & COMMERCIAL**
 - d. Sheet 4 "PQC Doc- details"- **PROFORMA FOR PQC DOCUMENTS DETAILS, if applicable as per Tender.**
 - e. Sheet 5 "Un priced-BOQ" - **UNPRICED SCHEDULE FORMAT.**
- iii. Documents towards fulfillment of Pre-Qualification Criteria of the Tender (**If applicable as per Tender**) as per details submitted in Sheet 4 "PQC Doc- details"- PROFORMA FOR PQC DOCUMENTS DETAILS, Bank details as per format given in additional documents (**NOT REQUIRED FOR THIS TENDER**)
- iv. **SCOPE OF SUPPLY CUM TECHNICAL SPECIFICATION- (RFQ/ENQUIRY CUM OFFER)** digitally signed as bidder's acceptance and confirmation.
- v. **FORMAT FOR ACCEPTANCE OF TENDER TERMS & CONDITIONS** duly signed & stamped.
- vi. Any other documents **IF** specifically asked to be uploaded in the relevant packet/ Integrity Pact (IP) Agreement duly filled, signed & stamped/ (**Applicable for Global Tenders only**) Undertaking on bidder's letter head confirming their meeting the local content duly certified as defined in Cl. No. 5.1. under the heading **"Purchase Preference (linked with Local Content)2017 (PP-LC)"/** Documents required for availing DMEP benefits (if applicable).
IN CASE THESE DOCUMENTS ARE NOT APPLICABLE, PLEASE UPLOAD A PDF FILE, ONLY INDICATING "NOT APPLICABLE"

COVER-2: PRICED BID should contain:

- i. Prescribed Price Schedule (BOQ) with Prices. 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. **"The Prices should be quoted in 'Price BOQ' only and should not be quoted in any other document"**

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- ii. **(Applicable for Global Tenders only)** Price break-up of “local component” and “Imported component” in the format for calculation of local content as defined in Annexure-II to the heading **“Purchase Preference (linked with Local Content)2017 (PP-LC)”**. In case, bidders are not eligible for any preference as per the PP-LC policy, they should also submit additional pdf document apart from Priced BOQ, by indicating “Not applicable”, in the Price Bid.

NOTE: In case of Single bid Tender, the Price Bid shall also be a part of Cover-1.

In case of Single bid Tender, if the bidder is silent on any Tender Clause which calls for commercial loading, it will be assumed that the bidder has not accepted the specific clause and specified commercial loading shall be done for evaluation purpose. No confirmation shall be sought by IOCL after opening of bids.

- 3.2 A)** In case **Earnest Money Deposit (EMD)** is applicable in the tender as per NIT, the following shall be applicable for **INDIAN BIDDERS**

a) EMD amount upto Rs. 1 lac. : EMD to be submitted through online payment at IOCL e-tender portal along with the offer. **EMD payment through Demand Draft, Bankers Cheque and Swift Transfer shall not be accepted.**

b) EMD amount more than Rs. 1 lac. : EMD can be submitted through online payment at IOCL e-tender portal along with the offer or through Bank Guarantee (BG). Validity of BG in lieu of EMD shall be 3 months beyond bid validity. Bank Guarantee must be strictly as per IOCL format as per Annexure-A of IOCL GPC. Scanned Copy of EMD instrument i.e. Bank Guarantee has to be uploaded in the un-priced bid and the bidder should also ensure that the above mentioned Original BG in physical form duly enclosed in a sealed envelope super-scribed with “Offline EMD”, Bidder’s Name, Tender No., Bid Submission End Date & Item, is received at the Office of Tender issuing authority as per following schedule:

I. Single Bid Tenders: Before due date and time of opening of bids.

II. Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

Note:

i) For the purpose of receipt of BG, the time recorded in the Receipt / DAK section against receipt shall be considered as receipt time.

ii) Only those Physical BG instruments found matching with the copy submitted in the e- portal shall be considered as valid.

IOCL shall not be responsible for postal/courier delay, non-receipt or loss in transit.

IN CASE BIDDER DOES NOT SUBMIT EMD AS MENTIONED ABOVE, THEN THE BID SHALL BE LIABLE FOR REJECTION.

- 3.2 B)** In case **Earnest Money Deposit (EMD)** is applicable in the tender as per NIT, the following shall be applicable for **FOREIGN BIDDERS**

a) EMD amount upto Rs. 1 lac. : EMD to be submitted through online payment at IOCL e-tender portal along with the offer. EMD payment through Demand Draft/ Bankers Cheque/Swift Transfer shall also be accepted.

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b) EMD amount more than Rs. 1 lac. : EMD can be submitted through online payment at IOCL e-tender portal along with the offer/Demand Draft/Swift Transfer or Bank Guarantee (BG). Validity of BG in lieu of EMD shall be 3 months beyond bid validity. Bank Guarantee must be strictly as per IOCL format as per Annexure-A of IOCL GPC.

In case of submission of physical EMD instrument i.e. Demand Draft/ Bankers Cheque/Bank Guarantee, scanned Copy of EMD instrument has to be uploaded in the un-priced bid and the bidder should also ensure that the Original EMD instrument in physical form duly enclosed in a sealed envelope super-scribed with "Offline EMD", Bidder's Name, Tender No., Bid Submission End Date & Item, is received at the Office of Tender issuing authority as per following schedule:

I. Single Bid Tenders: Before due date and time of opening of bids.

II. Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

Note:

i) For the purpose of receipt of Physical EMD instrument, the time recorded in the Receipt / DAK section against receipt shall be considered as receipt time.

ii) Only those Physical EMD instrument found matching with the copy submitted in the e- portal shall be considered as valid.

IOCL shall not be responsible for postal/courier delay, non-receipt or loss in transit.

EMD shall be in equivalent US Dollar. Based on authorization by foreign bidder, their Indian associates may be allowed to submit EMD in INR in form of only online payment at IOCL e-tender portal.

IOCL Bank details for Swift Transfers by Foreign bidders for EMD is as under Bank Name : HDFC BANK LTD

Account Number : 10940350000010

Bank IFSC code : HDFC0001094

SWIFT : HDFCINBB

Branch Name : IOCL Panipat Refinery

IN CASE BIDDER DOES NOT SUBMIT EMD AS MENTIONED ABOVE, THEN THE BID SHALL BE LIABLE FOR REJECTION.

3.3 The IOCL Banker's details required for issue of **Bank Guarantees Only** are as under:

Bank Name : STATE BANK OF INDIA

Account Number : 10432167067

Bank IFSC code : SBIN0008706

Branch Name : Panipat Refinery, Panipat Haryana - 132140

Please ensure to indicate Bankers name, contact person name, phone, email, and Fax No. on Bank Guarantee covering letter of the Bank, to expedite BG confirmation from your bankers by IOCL.

BGs less than Rs. 1 cr 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.

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BGs of Rs. 1 cr 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. BNP Paribas
42. Bank of Nova Scotia
43. Bank of Tokyo-Mitsubishi UFJ Ltd.
44. Mizuho Corporation Bank Ltd
45. Barclays Bank Plc
46. ANZ Bank
47. JP Morgan Chase Bank
48. Standard Chartered Bank
49. DBS Bank
50. First Rand Bank

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

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In case the vendor is submitting Bank Guarantee towards EMD or Performance, as per tender conditions, the vendor to also ensure that 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 IOC.

- 3.4** Offer shall be submitted ONLY through online mode on above given IOCL e-tendering website as per the “Critical Dates” mentioned in the Tender details at IOCL e-tender portal. The UNPRICED BIDS shall be opened on or after the date and time indicated in “Critical dates”. IOCL reserves the right to extend the Tender due date before bid opening. The PRICED BIDS of the Techno-Commercially acceptable bidders shall be scheduled for opening, at IOCL e-tender portal on a suitable date, and shall be opened online on or after this scheduled date at IOCL e-tender portal.
- 3.5** Bids in physical form sent through fax / email / courier / post will not be acceptable.
- 3.6** Bids will be accepted only through the IOCL e-tender portal. Online bids to be submitted well in advance to avoid any last minutes hurdles or inconvenience. Please note that that tender issuing authority is not responsible for the delay / non-downloading of tender document 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.
- 3.7** In case of involvement of foreign vendors, tenders can be submitted either by the vendor directly or by their Indian agent on behalf of them, but not both. The Indian agent should represent only one vendor and he is not allowed to quote on behalf of another vendor for subsequent or parallel tender for the same job.
- 3.8** Demand draft/banker's pay order/banker's cheque for EMD (if & as applicable) should be in **“New CTS-2010 compliant format”** in favor of **Accounts Officer, IOCL, Panipat Refinery payable at Panipat.**
- 3.9** Release of EMD :
- EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after approval of Price Bid Opening.
 - 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.
 - EMD of the successful bidder shall be released after receipt of an acceptable PBG (if PBG is applicable), other-wise after ordering on receipt of Purchase Order acceptance.
- 3.10** EMD exempted categories:
- Micro & Small Enterprises (MSEs) registered with agencies/ bodies as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Ministry of Micro, Small and Medium Enterprises, Govt. of India, irrespective of the items for which they are registered with the said agencies / bodies.
 - Government organization & Public Sector Undertaking of the Central / State Government
 - JV companies of IOCL

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d. Startups (recognized by DIPP) are exempted from paying EMD on submission of valid "Certificate of Recognition" issued by DIPP (Department of Industrial Promotion & Policy).

3.11 IOCL reserves the right to allow purchase preference to MSEs, DMEPs (if applicable as per tender), for Local Content (as per Govt. policy) and to JV Companies as per IOCL policy in vogue.

3.12 Please quote your rates, other charges and applicable taxes & duties in the space provided in the Prescribed Price Schedule (Priced BOQ) and Agreed Terms & Conditions, as applicable.

3.13 In case any Taxes, Duties, freight and other components asked for in the Tender are not indicated by the Bidder, the same shall be considered to be borne by the Bidder.

3.14 Components / spares / accessories : If a vendor does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall be considered as "free supply"

3.15 DELIVERY:

Please note and confirm that material is required on the staggered delivery basis as per IOCL schedule/requirement for a period of 2 months on FOT- dispatch point basis (For Indian vendor).

In case, there is any problem in the vendor's plant, due to any reason, vendor shall supply the material from other manufacturer's with prior approval of IOCL, otherwise, IOCL will procure the material at Vendor's risk and cost during the period.

Please confirm acceptance of this delivery requirement.

Acceptance of material: Material will be accepted based on TPI release note & vendor's material test certificate.

3.16 PAYMENT:

For Indian Vendors:

100% payment shall be made within 30 days of receipt & acceptance of material at site and on submission of all the relevant despatch documents including original invoice and Performance Bank Guarantee for 5% of total order value. The PBG & defect liability shall remain valid for 05 months from date of 1st supply. The PBG should be sent to us directly by your Banker. **PBG shall be submitted within 15 days from the date of order.**

For Foreign Vendors:

100% payment shall be made through cash against documents (CAD) against dispatch documents through bank / irrevocable and unconfirmed letter of credit against dispatch documents through bank. Performance Bank Guarantee for 5% of total order value. The PBG & defect liability shall remain valid for 05 months from date of 1st supply. This PBG shall be submitted within 15 days from the date of first supply per IOCL format either issued or counter guaranteed by any scheduled bank as per the list of Reserve bank Of India including Indian branches of Foreign banks & foreign branches of State Bank Of India. **PBG shall be submitted within 15 days from the date of order**

Payment terms appearing anywhere else in the tender documents should be ignored.

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3.17 Transportation: The transportation of the material shall be arranged by the vendor up to Panipat Refinery. It will be the sole responsibility of the vendor for transportation of material arranged by them. Transportation (Freight) charges shall be firm for order validity period and no variation in transportation charges shall be allowed. The weighment on IOCL weighbridge will be final & binding. However, +/- 20KG tolerance per tanker/truck in net weight will be allowed.

3.18 Transportation Guidelines: Vendor shall ensure compliance of transportation guidelines given in Annexure-2 attached with ATC.

3.19 Please note that order shall be placed for procurement of the subject material in two lots – Lot No. 1 = 60% of the tendered quantity i.e. 1920 MT, Lot No. 2 = 40% of the tendered quantity i.e. 1280 MT with a condition that the material of the above two lots will be procured from two sources of supply. L-1 rates (with or without negotiation as the case may be) for Lot No. 1, will be offered to other than L-1 parties in ascending order by issuing LOA/PO at L-1 rates. The offer of the tenderer not agreeing L-1 rates will not be considered.

LOIs will be issued to desired number of parties (L-2 and thereafter L-3, L-4 tenders etc.) at the rates finalized with L-1 party keeping in view the preference to L-2, L-3, L-4 AND SO ON.

3.20 Performance Bank Guarantee: Vendor shall The PBG & defect liability shall remain valid for 05 months from date of 1st supply. This PBG shall be submitted within 15 days from the date of first supply

3.21 Manufacturer/Material Test Certificate/COA: Vendor shall submit Manufacturer/Material Test Certificate of the product along with each supply.

3.22 Third Party Inspection: TPI by IOCL approved agency to be done for purity of the supplied material. Original TPI release note to be submitted along with supply.

3.23 Acceptance/Rejection of material shall be purely based on TPI release note & vendor's material test certificate.

3.24 Techno-Commercially acceptable bids shall be evaluated by considering GST Rates and HSN codes quoted by the bidder on Total Landed Cost basis at IOCL PRPC Site (including P&F, Freight, Inspection charges, Taxes & Duties, Transit Insurance etc. and Commercial loadings for deviations to our tender terms). Generally the lowest bid (Item-wise) shall be accepted, unless otherwise specified/decided by IOCL in its own Interest. Foreign bids shall be compared considering Bill Selling Rate released by SBI on the date of Price bid opening.

3.25 In case of a tie of evaluated cost between two or more bidders, discount may be taken from all the L1 bidders. In case there is still a tie, quantity may be equally divided amongst the bidders. In case quantity cannot be divided, the bidder with the maximum turnover may be ordered the full quantity.

3.26 The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.

3.27 Bidder to note that L1 evaluation in e-tendering portal is indicative only; Final L1/L2 shall be decided after financial evaluation of bids.

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3.28 Bidders must submit specific loss control aspects of the offered materials.

3.29 Only Biodegradable packing material should be used for supply of materials.

3.30 Suo moto changes shall be treated as per the following matrix.

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be liable for rejection. Action regarding Holiday Listing may be taken. EMD shall be forfeited	In case of suo moto price decrease: 1. Tender evaluation shall be done without considering suo moto price decrease. 2. Ordering shall be done considering suo moto price decrease.

3.31 On account of exigencies, in case bids have to be revalidated before Price Bid Opening 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.

3.32 Bidders to quote competitive prices considering the fact that price negotiations, if required, shall be held with the lowest bidder only.

3.33 Negotiations shall not be conducted with bidders as a matter of routine. However, IOCL reserves the right to conduct Negotiations.

3.34 IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder

3.35 Payment may be made by E-payment or Cheque at discretion of IOCL.

3.36 A Tender is also liable for rejection in the following circumstances:

- i. Does not pay the EMD before deadline
- ii. Does not fulfill minimum pre qualification criteria as per the Tender Documents
- iii. Submits the tender late i.e. after due date and time
- iv. Unsolicited tenders
- v. Stipulates the validity period less than what is stated in the Tender Documents
- vi. Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- vii. Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- viii. Does not fill in and digitally sign the required annexures, specifications, etc. as specified in the tender.

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- ix. Does not submit bid in the prescribed format making it impossible to evaluate the bid
- x. Indulges in tampering of tender documents
- xi. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria

3.37 EMD shall be forfeited and the vendor may be put in holiday list in case:

- a) The Tender is accepted and the vendor fails to furnish Performance Bank Guarantee (if applicable) or to execute the contracts within the stipulated period.
- b) In case the bidder alters/modifies/withdraws the bid suo-moto after opening the bids (un-priced bids in case of 2 bid tender) and within the validity period. In such a case, the tender submitted by the bidder shall be liable for rejection.
- c) Tampering of e-documents.

3.38 Bidders should declare if the offered product is based on IOCL (R&D) formulation, and if yes, whether the agreement for royalty payment with IOCL is valid. The vendor should also enclose an undertaking for the applicable royalty rate payable to IOCL (R&D), while submitting the offer. IOCL shall cross check the applicable royalty from R&D centre, while evaluating the bids. Incentive will be considered while evaluating the bids by applying negative loading to the rates quoted by manufacturers using IOCL (R&D) formulations, to the extent of royalty inflow to IOCL (R&D, after adjustment of taxes and surcharges, if any.

3.39 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.

3.40 Any legal dispute shall be within the jurisdiction of local court of the Purchasing Office / Authority.

3.41 ALL CORRESPONDENCE SHALL BE IN ENGLISH LANGUAGE ONLY.

3.42 It shall be the responsibility of the tenderers to fill complete, correct and accurate information in line with the requirements / stipulations of the tender documents, regarding their past experience and other information required to facilitate due evaluation / consideration of their tenders.

If any information given by the bidder / tenderer is 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 tenderer / 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 / tenderer from the approved list of vendors.

3.43 Refinery/Naphtha Cracker being sensitive establishment from fire and safety point of view therefore vehicle shall be allowed in battery area only equipped with fire extinguisher and spark arrestor. The personal entering Refinery/Naphtha Cracker area shall be equipped with PPEs.

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- 3.44** Truck / Tanker should report at IOCL gate by 8.30 am (excluding Sundays or holidays) in order to facilitate unloading at the earliest and release of trucks.
- 3.45** Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to IOCL site.
- 3.46** The bidder entity should ensure that only one bid is submitted by them directly or by their Agents* on behalf of the bidder entity or as a Consortium Partner (if applicable in tender). In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.
- * Agents for the above purposes would be one who agrees and is authorized to act on behalf of another, a Principal, to legally bind an individual in particular business transactions with third parties pursuant to an agency relationship.
- Submission of bids by different offices / branches of the bidder entity will be considered as bids from the same bidder entity and will be liable for rejection.
- 3.47** Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. so that the same can be verified at the entry gate while allowing entry by CISF. This is required for enhancing security measures for incoming material.
- 3.48** Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at IOCL site. This shall enable CISF at IOCL site to allow them smoothly inside Refinery/ Naphtha Cracker due to security reasons and avoiding any hassles at IOCL Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. are not allowed in Refinery/Naphtha Cracker.
- 3.49** Clause for GST in supplies of Goods Contract
- (1) The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to IOCL, and pass on the benefits, if any, after availing input tax credit, in calculating the revised price for settlement due to impact of GST.
 - (2) Any invoice issue on introduction of GST Law shall contain the following particulars-
 - (a) Name, address and GSTIN of the supplier;
 - (b) A consecutive serial number of the invoice;
 - (c) Date of issue;
 - (d) Name, address and GSTIN or UIN, if registered of the recipient;
 - (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - (f) HSN code of goods or Accounting Code of services;
 - (g) Description of goods or services;
 - (h) Quantity in case of goods and unit or Unique Quantity Code thereof;
 - (i) Total value of supply of goods or services or both;
 - (j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
 - (k) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (l) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);

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- (m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
 - (n) Address of the delivery where the same is different from the place of supply;
 - (o) Whether the tax is payable under Reverse Charge basis and
 - (p) Signature or digital signature of the supplier or his authorised representative.
- (3) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-
- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
 - (b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - (c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.
- (4) In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the following particulars-
- (a) Name, address and GSTIN of the supplier;
 - (b) Serial number of the voucher;
 - (c) Date of its issue;
 - (d) Name, address and GSTIN or UIN if registered of the recipient;
 - (e) Description of goods;
 - (f) Amount of advance taken;
 - (g) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (h) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (i) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
 - (j) Whether the tax is payable under Reverse Charge basis and
 - (k) Signature or digital signature of the supplier or his authorised representative.

3.50 Integrity Agreement (IP) related clause (Applicable only for tenders where IP agreement is required by IOCL as mentioned in the Tender document): Submission of duly signed IP, along with tender, is a mandatory prerequisite for Bids to be eligible for further evaluation. The signed IP should be complete in all respect and is required to be uploaded in the e-tender portal along with the Bid. Bid not having the duly signed & stamped IP attached with it will be rejected. Partial submission of IP document will also not be considered.

3.51 Environment, Health and Safety requirement:

1. The safe transportation of chemical from vendor's works to Panipat Refinery site shall be vendor's responsibility. The vendor will be responsible for any and all loss /damage, consequential losses arising out of any leak, accident, fire, negligence etc. during transportation of material.
2. The Truck/tanker shall follow all Govt. rules regulations including Motor Vehicle act 1988 & its latest updated revision during transportation of material from vendor's works to Panipat Refinery. The driver along the truck/tanker must carry all the necessary PPEs.
3. MSDS/TREM Card: Vendor shall send the "Standard Storage Conditions" of product in our stores & **Driver must have "Material Safety Data Sheet / TREM Card" in case of hazardous items.**
4. No other material shall be loaded along with the chemical.

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5. No transshipment as far as possible is to be effected in route. In case it becomes necessary to effect transshipment, the truck/tanker shall have to be handled very carefully and should be done through trained personnel only.
6. In case of even any transshipment, which becomes necessary for any reason whatsoever the truck/tanker driver/transport contractor will contact Sr. Materials Manager (Stores), Panipat Refinery (Phone No. 0180-252/2382/2578747) and obtain approval carrying out the transshipment. The information can also be sent on Fax No. 0180-2578844.
7. **Vendor must ensure compliance of the following by their transporter/Driver :**
Vendor must do safety briefings personally to the driver and helper before loading the truck/tanker for compliance as under:
 - (a) Do not smoke or allow means of ignition near the spill.
 - (b) Transport contractor/truck/tanker driver should ensure that no valve is leaking at the time of loading and ensure proper sealing of the valve after loading.
 - (c) Truck/tanker should move in one convoy as far as possible.
 - (d) The driver should follow the approved route while coming from the factory with loaded material or taking back empty truck/tanker to the vendor's works.
 - (e) The driver should keep a barrel/bag of neutralizing material with truck/tanker.
 - (f) In case of any accident resulting in Leakage / damage / spillage, the truck/tanker driver should immediately inform the nearest fire station and will cover up the area. A telephonic intimation indicating the location, where the accident has occurred should be sent to Sr. Materials Manager (Stores), Panipat Refinery (Phone No. 0180-252/2382/2578747) and obtain approval carrying out the transshipment.
 - (g) Action in case of leakage / fire:
 - Inform nearest fire station.
 - Water may be sprayed to cool the trucks.
 - Do not smoke or allow means of ignition near the spill.
 - Clear people from the area.

3.52 Penalties for Violation / Non-adherence of safety procedures and practices (Applicable for Tenders/Purchase Orders involving site work):

- a) Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5,000.00 per occasion
- b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.
- c) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

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

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

4. 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.

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. Purchase Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty 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 + 15 percent shall be allowed to supply up to 20 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.

Type of Tender	Price Quoted by MSE	How the tender shall be finalized
Can be split	L1	Full Order on MSE
Can be split	Not L1 but within L1+15%	20% order on MSE subject to matching L1 price
Cannot be split	L1	Full Order on MSE
Cannot be split	Not L1 but within L1+15%	Full order on MSE subject to matching L1 price

VII. Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owned by

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Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent sub-target 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.

NOTE:

1. In case where tender quantity can be split and MSE vendor is already getting order for more than 20% of the tender value, no additional purchase preference is required to be given in that tender.
2. In case MSE vendor is already getting order for less than 20% of the tender quantity, purchase preference to this and other MSE vendors (together) shall be given only up to the differential quantity to make total as 20% to MSE vendor.
3. Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by the MSEs is also involved.
4. MSE bidders who are traders and registered under Services category shall not be considered for Purchase Preference (Clause VI above) for procurement of Materials. Similarly, MSE vendors who are registered under Manufacturer category shall not be considered for Purchase Preference (Clause VI above) for procurement of services.

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ONLY FOR GLOBAL TENDERS

Panipat Refinery and Petrochemical Complex



To,

Prospective Foreign bidder who wish to participate in the Global E-Tender No.

Dear Sir

Indian Oil Corporation Limited (IOCL) have published the subject E-Tender on website <https://iocletenders.nic.in>. For participating in the E-Tendering, Digital Signature Certificate (DSC) is required as mentioned in the Instructions to Bidders of the Tender Document. Procedure for obtaining Digital Signature by Foreign Vendors is attached in subsequent pages of this document. As per the procedure, one of the documents required is "Invitation letter from the Tender Inviting Authority for participation in the Tender". This letter is an Invitation to all Foreign bidders, who meet the Pre-Qualification Criteria as specified in the Tender documents and wish to participate in the subject E-Tender. The evaluation of bids and selection of the successful bidder shall be as per the Tender documents and guidelines of Indian Oil Corporation Ltd. which will be final and binding on all the bidders.

Yours faithfully,

For and on behalf of IndianOil Corporation Limited

DEPUTY GENERAL MANAGER (MAT)

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ONLY FOR GLOBAL TENDERS

INSTRUCTIONS FOR PREFERENCE (LINKED WITH LOCAL CONTENT)- PPLC

1. Bidders seeking benefit under **“Purchase Preference (linked with local content) (PP-LC)”** policy are required to submit in the Price Bid (as an additional pdf document apart from Priced BOQ) , the price break-up of “local component” and “Imported component” in the format for calculation of local content as defined in Annexure-II to the heading **“Purchase Preference (linked with Local Content)2017 (PP-LC)”**, otherwise no benefit shall be given.

In case, bidders are not eligible for any preference as per the PP-LC policy, they should also submit additional pdf document apart from Priced BOQ, by indicating “Not applicable”, in the Price Bid.

2. For availing the benefit under **“Purchase Preference (linked with local content) (PP-LC)”** policy, the bidder has to submit/provide the following:
 - a) Declaration of preference of policy in “Agreed Terms & Conditions” format of tender in unpriced bid.
 - b) Undertaking on bidder’s letter head confirming their meeting the local content duly certified as defined in Cl. No. 5.1. under the heading **“Purchase Preference (linked with Local Content)2017 (PP-LC)”**, in unpriced bid.
 - c) Calculation of local content as defined in Annexure-II to the heading **“Purchase Preference (linked with Local Content)2017 (PP-LC)”**, in priced bid.

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PERFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s_____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any black list or holiday list declare by Indian Oil Corporation Ltd. Or by any department of any Government (State, Provincial Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil corporation Ltd. Or any Department of the Government or by any Public Sector Organization in India or in any other country, in respect of any corrupt or fraudulent practices(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

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

In the case of a Partnership Firm:

We hereby declare that neither we, M/s_____, submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by any Department of Government(State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by India Oil corporation Ltd. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other Country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

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

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In the case of Company

We hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent(associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by Indian Oil Corporation Ltd. Or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country and that there is no pending inquiry by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practices(s), except as indicated below:

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

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

Place: Signature of Bidder

Date: Name of Signatory

Stamp & signature of the Tenderer

TENDER NO. : PRMM186504**On the letterhead of the Vendor/contractor/Supplier****Date:**

To,
M/s. Indian Oil Corporation Limited,
Panipat Refinery & Petrochemicals
P.O : Baholi Dist: Panipat
Haryana- PIN : 132140

Dear Sir,

With reference to /PO/WO/contract ref No. _____ datedawarded to us by IOCL, we hereby give our consent to accept the related payments of our claims/bills on IOCL through cheques or Internet bases online E-payments system at the sole discretion of IOCL. Our bank account details for the said purpose are as under:

Particulars	Details
Name and address of the Beneficiary	
Bank Account Number of the beneficiary	
Account Classification (CA/CC-11 or 29) & SB-10 as per cheque leaf	
Name and address of the Bank (where payment are to be sent by IOC)	
Branch Name /Code	
PAN	
STD code and Telephone No. of Branch	
9 Digit MICR Code of the Branch as appearing on the MICR Cheque (Copy of a cancelled Cheque must be enclosed)*	
IFSC Code of the Bank branch for RTGS mode	
IFSC Code of the Bank branch for NEFT mode	
E-mail ID of the beneficiary	
Any other particulars (to be advised by beneficiary for the E-payment purposes)	
VENDOR CODE (to be filled up by IOC)	
Mobile Number (for SMS alerts)	

A blank copy of a cancelled cheque / photocopy of a cancelled cheque relating the above Account Number for verifying the accuracy of the bank account details is enclosed.

A copy of PAN card & proof of address duly attested by authorized signatory for verifying the accuracy of PAN & address are enclosed.

I/we hereby declare and certify that the particulars given above are correct and complete.

Date:

Place:

()

Signature of Account Holder with company stamp

Enclosed : One cancelled Cheque/Photocopy of cheque duly cancelled & copy of PAN card & Address Proof.

*We hereby confirm that the above bank account details of beneficiary are correct in all respect and the account of the beneficiary (IOCL vendor) is maintained at our bank branch.

(Name of the Bank & branch)

Authorized Signatory

***Verification required only in case (a) vendors not providing a cancelled cheque leaf or if vendors name is not printed/appearing on the cancelled cheque leaf submitted to IOCL (b) change in existing bank details.*

INTEGRATED POLICY ON

TPM, QUALITY, SAFETY, HEALTH & ENVIRONMENT

We (IOCL, PR) are committed to:-

1. Customers' Delight by meeting & exceeding their requirements & expectations.
2. Commitment to Health and safety of people including prevention of injury and ill health.
3. Environmental Protection by minimize pollution and optimizing the use of natural resource.
4. Compliance of all Statutory & Regulatory requirements.
5. Continual Improvement to maximize wealth creation through Teamwork, Innovation Technology, Skill and Competence.
6. Spreading Awareness on TQSHE among employees, Contractors and interested parties.
7. Strive to eliminate every type of loss by implementing TPM Methodology.
8. Reducing Direct and Indirect Emissions of greenhouse gases in the atmosphere for Sustainable development.

TECHNICAL SPECIFICATION SHEET**Acetic Acid**

<i>Parameters</i>	<i>Quality parameters of product offered by bidder (A)</i>	<i>Testing Method of parameter</i>
<i>APPEARANCE</i>	(Vendor to fill)	
<i>PURITY</i>	(Vendor to fill)	
<i>WATER</i>	(Vendor to fill)	
<i>COLOR(PT-CO OR HAZEN)</i>	(Vendor to fill)	
<i>ACETALDEHYDE</i>	(Vendor to fill)	
<i>SULPHATES</i>	(Vendor to fill)	
<i>CHLORIDES</i>	(Vendor to fill)	
<i>IRON</i>	(Vendor to fill)	
<i>FORMIC ACID</i>	(Vendor to fill)	
<i>FREEZING POINT</i>	(Vendor to fill)	
<i>NON-VOLATILE MATERIAL</i>	(Vendor to fill)	
<i>HEAVY METALS (AS PB)</i>	(Vendor to fill)	

Note:

1. Vendor to mention the quality parameters of the offered product. Vendor has to submit/upload copy of COA of the offered product along with Technical Bid.
2. The technical specification of the tendered product is given in Enquiry com Offer. Vendor will have to send COA or Manufacturer Test Certificate or /Third Party Inspection report along with each supply.
3. All the parameter mentioned in Enquiry-Cum-Offer shall be tested at IOCL Lab and material shall be accepted/unloaded, if results are found within specified limits

Stamp & signature of the Tenderer