



INDIAN OIL CORPORATION LIMITED
GUWAHATI REFINERY
NOONMATI, GUWAHATI-20



TENDER NO. RGRM184019

Supply of Pressure Gauges at Guwahati Refinery

ISSUED BY:

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INDIAN OIL CORPORATION LIMITED
GUWAHATI REFINERY
NOONMATI, GUWAHATI-20



SECTION: A
TECHNO-COMMERCIAL PART

**DEVIATIONS, IF ANY, GIVEN ELSEWHERE IN THE OFFER OTHER
THAN THE ANNEXURES "DEVIATIONS LIST - COMMERCIAL &
TECHNICAL" SHALL BE NULL & VOID.**

Supply of Pressure Gauges at Guwahati Refinery



1.1 NOTICE INVITING TENDER (NATIONAL)

TENDER NO. RGRM184019

Indian Oil Corporation Limited (Guwahati Refinery), 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 tender under TWO BID (PART-I: Techno-Commercial Bid and PART-II: Price Bid) from bonafide experienced manufacturers / authorized Dealers/Suppliers of reputed manufacturer of sound financial standing and reputation for the job defined in this tender covering following item(s). The details of the tender are given below:

Description of item	Supply of Pressure Gauges at Guwahati Refinery
Qty	As per BOQ
Type of tender	Open Tender (National)
Cost of tender document	Nil
EMD Amount (in INR)	Nil
Mode of submission of EMD	As specified under NIT Clause 1.3
Address of the Issuing Authority	Deputy General Manager (Materials) Indian Oil Corporation Limited, Refineries Division, Noonmati Guwahati, Assam-781020. Phone- +91-361-259- 7251 E-mail:vardhans@indianoil.in
E-Tender Website	https://iocletenders.gov.in/

Important Dates (Download / Upload / Due date)

Doc. Download Start Date & Time	10 May 2018	17:00 Hrs (IST)
Doc. Download End Date & Time	24 May 2018	15 : 00 Hrs (IST)
Online Doc. Upload Start Date & Time	10 May 2018	17:00 Hrs (IST)
Online Doc. Upload End Date & Time	24 May 2018	15 : 00 Hrs (IST)
Due date of opening of Un-priced Bid	25 May 2018	15 : 00 Hrs (IST)

Bids in physical form sent through fax / email / courier / post will not be accepted.

Bids shall be opened from Scheduled time onwards on bid opening date.

Indian Oil Corporation Ltd. reserves the right to accept / reject any/all tenders in part/full without assigning any reason thereof.

Indian Oil Corporation Ltd. will not be responsible for any delay in receiving offer or related documents.

Place : Guwahati

Deputy General Manager (Materials)



1.2 PRE-QUALIFICATION CRITERIA:

- 1 **Technical Pre-Qualification Criteria : Not Applicable**
- 2 **Financial Criteria :Not Applicable**
- 3 **Commercial Experience Criteria : Not Applicable**

1.3 EARNEST MONEY DEPOSIT (EMD) & Bank Guarantee (BG) : Not applicable

- 1 EMD of **Rs. Nil (Rupees Nil only)** is to be submitted through online ONLY through our e-tender website "<https://iocletenders.gov.in>". For detailed procedure for Online Earnest Money Deposit (EMD), bidders are requested to go through the document uploaded as "Special Instruction to Bidders" .
- 2 BG (in Original) in lieu of ONLINE EMD shall be acceptable only if EMD amount exceeds Rs.1,00,000.00. Validity of BG in lieu of EMD shall be 3 months beyond bid validity.
- 3 EMD is to be furnished along with techno-commercial bid (i.e. Part-I) only. Bids without EMD will be liable for rejection.
- 4 EMD is not required to be submitted by those bidders who are Govt. Organizations/Public Sector Undertakings of the Central / State Governments.
- 5 The MSEs registered with agencies / bodies mentioned under clause no. 1.12 are exempted from payment of Earnest Money Deposit (EMD).
- 6 Startups (recognized by DIPP) are exempted from payment of Earnest Money Deposit (EMD) on submission of valid Certificate of recognition issued by Department of Industrial Policy & Promotion (DIPP).
- 7 Joint Venture companies of Indian Oil Corporation Limited are also exempted from submitting EMD.
- 8 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
- 9 For Indian Bidders, EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer (ST) shall not be accepted. For payment of EMD, bidders shall follow any of the following process :
 - i) Net Banking
 - ii) NEFT/ RTGS
 - iii) BG – Bank Guarantee (for cases EMD more than Rs.1 Lakh)
 - iv) Exempted Category



The 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 Chief Materials Manager, Indian Oil Corporation Limited, Guwahati Refinery, Noonmati, Guwahati - 781020, Assam as per following schedule:

- a. Single Bid Tenders: Before due date and time of opening of bids.
- b. 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 instrument found matching with the copy submitted in the eportal 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.

9 For foreign Bidders, Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer (ST) shall be accepted. Bidders shall follow any of the following process to pay EMD :

- i) Net Banking
- ii) NEFT/ RTGS
- iii) BG – Bank Guarantee (for cases EMD more than Rs.1 Lakh) / Demand Draft / Bankers Cheque (BC) / Swift Transfer

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 unpriced 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 Chief Materials Manager, Indian Oil Corporation Limited, Guwahati Refinery, Noonmati, Guwahati - 781020, Assam as per following schedule:

- a. Single Bid Tenders: Before due date and time of opening of bids.
- b. 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 instruments found matching with the copy submitted in the eportal 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.

Our Bank Details for Swift Transfer are as under :

SBI, GUWAHATI REFINERY COMPLEX BRANCH. BANK BRANCH CODE - 6196

BANK ACCOUNT HOLDER NAME : INDIAN OIL CORPORATION LIMITED

BANK ACCOUNT: 10216291036.

IFSC CODE FOR RTGS PAYMENT:- SBIN0006196.

10 Receipt of EMD:

- i) The bidder can submit bid only after paying requisite EMD amount through NEFT/ Net banking or after claiming 100% EMD exemption. Hence, no separate receipt of EMD payment shall be required.
- ii) If a bidder claims exemption from paying EMD, he shall upload the document supporting EMD exemption in e-Tendering Portal as per NIT clause 1.12 and same shall be available in the system.
- iii) In case of BG/DD/BC/ST (whichever applicable), bidder will upload scanned copy of EMD instrument as exemption document. Original EMD instrument shall be sent by the bidders / bank to Tender Issuing Authority as mentioned above. Original EMD instrument should reach to Tender Issuing Authority as per schedule mentioned above.

11 *“Special Instructions to the Bidder (SITB)” and “FAQs - Online EMD Facility in IOCL e-Tendering” documents uploaded in e-Tendering portal are having detailed process and precautions to be taken for EMD submission by the bidders.*

12 Refund of EMD:

Various stages of EMD refund are given below :

a) Before Bid Opening :

- i) In case if bidder's money has been debited more than once, except one successful EMD transaction, all others subsequent EMDs shall be initiated for refund by the bank on next working day.
- ii) Any other failed transactions shall be initiated for refund by bank on next working day.

b) Bid Opening stage:

On completion of bid opening stage, refund of EMD of following bidders shall be initiated:

- i) Bidder(s) who have paid online EMD but not submitted their offer / frozen the bid.
- ii) Bidder(s) who have paid online EMD and frozen the bid but later withdrawn the bid from system.



- c) EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after approval of Price Bid Opening.
- d) 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.
- e) EMD of the successful bidder shall be released after receipt of an acceptable PBG.

13 Forfeiture of EMD : Earnest Money shall be forfeited in the following circumstances:

- i) 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.
- ii) In case the tender is accepted and the vendor fails to deposit the PBG or to execute the contract within the stipulated period..

14 Bank Guarantee (BG) :

- i) Bank Guarantees (in lieu of EMD / Performance) shall be as per IOCL format available in IOCL-GPC.
- ii) **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.
- iii) **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.

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.

1.4 GENERAL GUIDELINES TO THE VENDOR TO SUBMIT THE QUOTATION:

- 1 Bids should be submitted online (<https://iocletenders.gov.in/>) by the bidder in complete accordance with our tender document and its attachments. Bids should be submitted in "two bid system" i.e. "un-priced bid" and "priced bid".

A) Part-I: Un-priced bid, complete with all technical & commercial details other than price shall be submitted online essentially containing the following documents:



- i) **Undertaking of Tender Acceptance as per given Format ONLY. The declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.**
 - ii) Documentary evidence of bidder as specified in the Pre-Qualification Criteria.
 - iii) **Deviations if any, to be mentioned in Commercial Annexures only. Deviations given elsewhere in the offer other than these annexures shall be null & void.**
 - iv) All commercial details like Price basis (clearly specify FOR/Ex-works Point), Packing & Forwarding Charges, bidder's GST details, GST rate of tender item, HSN code of tender item, Freight, Transit Insurance, Delivery schedule, Validity of offer, Payment terms etc. are to be mentioned in the Agreed Terms & Conditions only.
 - v) Agreed Terms & Conditions towards acceptance of IOCL GPC as per format.
 - vi) Valid copy of MSE certificate (if applicable). **IN CASE THESE DOCUMENTS ARE NOT APPLICABLE, PLEASE UPLOAD A PDF FILE, ONLY INDICATING "NOT APPLICABLE"**
 - vii) Any other documents IF specifically asked for in the tender.
 - viii) Bids complete in all respects, enclosing the attachments, should be submitted online through IOCL e-tendering website (<https://iocletenders.gov.in>) up to documents upload date & time and un-priced part shall be opened from 1500 hrs IST onwards on bid opening date.
 - ix) The validity of the offer should be for a minimum period of 120 days from the opening date of un-priced bid of this enquiry. However, in case we require further validity extension due to some unforeseen conditions, the same should be extended at the same price, terms & conditions as quoted in the original offers.
- B) Part-II: "Priced bid" part shall have only Price Schedule (BOQ) with prices duly filled in.
- 2 Any effort by bidder, consultant or representative, however described, to influence the owner in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning the award of the contract shall entail rejection of the bid.
 - 3 IOCL reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. IOCL also reserves its right not to accept the lowest rates quoted by the tenders and also to split the order as per our requirement, as well as allow purchase preference to Public Sector Undertaking/ MSE/ other entities as per Govt. of India guidelines from time to time.
 - 4 Tender issuing authority is not responsible for the delay / nondownloading 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.
 - 5 Bidders should quote competitive prices considering the fact that price negotiations, if required, shall be held with the lowest techno-commercially qualified bidder only. Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations.



- 6 Unless specified otherwise in the tender, the entire system including the components shall be under a warranty of minimum 18 months from date of delivery or 12 months from the date of commissioning, whichever is earlier.
- 7 For matters of interpretation, basic tender document shall prevail over General Purchase Conditions.
- 8 The bidder entity should ensure that only one bid is submitted by them directly or by their Agent on behalf of the bidder entity or as a consortium partner. In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.

"Agent" for the above purpose would be one who agrees and is authorized to act on behalf of another, a Principle, 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.

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

- 9 In case of involvement of foreign Vendors, tenders can be submitted either by the Vendor directly or through their Indian Agent / representative on behalf of them, but not both. The Indian Agent / representative should represent only one Vendor and he should not be allowed to quote on behalf of another Vendor for the same tender.
- 10 The bidders shall quote / submit price bid in figures as per the BOQ Format only.
- 11 Statutory variation in GST rate shall be as per as per GPC Clause No. 17.0.
- 12 In case any new tax / duty is introduced after placement of order but within the contractual delivery period (CDD) the same shall be to IOCL's account against submission of relevant documents.
- 13 Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 14 IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 15 Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interests of IOCL.

Signing of tender :



- 16 The tender shall contain the name, residence and place of business of the person(s) making the tender and shall be signed by the bidder with his usual signature. Partnership firms shall furnish the full name of all partners in the tender and shall annex a copy of the Partnership Deed to the tender. It shall be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tenders by Corporations shall be signed in the name of Corporation by a person duly authorized to do so.
- 17 The person signing the tender shall state his capacity as also the source of his ability to bind the bidder. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the tender. The Owner may reject outright any tender unsupported by adequate proof of the signatory's authority.
- 18 When a bidder signs a tender in a language other than English, the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

Witnessing :

- 19 In case of e-tendering witnessing bid opening has no relevance since bidders can view the same online from anywhere.

Canvassing :

- 20 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing shall be liable to rejection.

Retired Company Directors :

- 21 No Director of IOCL is allowed to tender for a period of two years after his retirement from the employment of the Owner, without the previous permission of the Owner. The Contract if awarded is liable to be cancelled if the bidder is found at any time to be such a person and has not obtained the permission of the Owner before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualification shall apply to every partner of a partnership firm. The bidder is required to state whether he is a relative of any Director of our Corporation, or the bidder is a firm in which Director of our Corporation or his relative is a partner or bidder is company in which Director of our Corporation is a member or Director.

Addenda :

- 22 Any addendum/Corrigendum/Sale date extension in respect of above tenders shall be issued on our website: <https://iocletenders.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves update.

Authority for Uploading of Bids with DSC :



23 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:

In case of Proprietary Concern	* 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
In case of Company	* 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
In case of Partnership Firm/ LLP	POA along with Deed of Partnership / LLP Agreement.
In case of Co-Operative Society	Copy of resolution passed as per Society Rules

1.5 TIME FOR COMPLETION:

1 The time allowed for completion of the work shall be reckoned from the date of Letter of Acceptance (LOA) / Purchase Order (PO). Bidders must quote their best delivery schedule counting from the date of LOA / PO.

1.6 MODE OF PAYMENT & ACCEPTANCE CRITERIA:

1 Bidders may note that IOCL (GR) shall release all payments through e-payment mode (RTGS / NEFT/ ACCOUNT TO ACCOUNT TRANSFERS) only and NOT through any other mode. All bank charges incidental to payment against dispatch documents through bank (if applicable) shall be to vendors account only.



2 Unless specified otherwise in the tender, our payment term shall be as under :

For Imported Material(s):

100% (one hundred percent) of the price of the relative Imported Material(s) (after considering price reduction for delay, if any, as per clause 12.0) will be paid under an irrevocable Letter of Credit against submission of documents specified in the Letter of Credit.

For Indigenous Supply:

90% Payment shall be released against dispatch documents through IOCL's Banker and 10% shall be released within 30 days of material receipt & acceptance of materials at site.

OR

100% shall be released within 30 days of material receipt & acceptance of materials at site.

For Services (if any) :

100% Payment shall be released after successful completion of job.

Any deviation may attract suitable loading or offer may be liable for rejection.

FOR THE CASES WHERE PAYMENT IS TO BE MADE THROUGH IOCL-GR's BANKER AGAINST DISPATCH DOCUMENTS, BIDDERS ARE REQUESTED TO NOTE THE FOLLOWING :

A) IN CASE OF DELAY BEYOND STIPULATED DELIVERY PERIOD, VENDOR TO REDUCE THE SUITABLE AMOUNT TOWARDS LATE DELIVERY IN THEIR INVOICE ITSELF BEFORE PRESENTATION OF DOCUMENTS TO THE BANK FOR PAYMENT BIDDERS MAY REFER IOCL GPC CLAUSE NO. 12.0 FOR PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY BEYOND CDD.

B) ANY DEDUCTIONS IN LIEU OF DEVIATIONS TO THE TERMS AND CONDITIONS OF THE PURCHASE ORDER SHALL BE SUITABLY INCORPORATED BY THE VENDOR IN THE INVOICE PRESENTED ELSE VENDOR SHALL HAVE TO NECESSARILY PROVIDE A CREDIT NOTE UPON INTIMATION BY IOCL WITHIN A STIPULATED TIME PERIOD AND ANY DELAY IN PAYMENT DUE TO DELAY IN PROVIDING CREDIT NOTE SHALL BE TO THE VENDOR'S ACCOUNT.

1.7 COMMERCIAL LOADING:

Bidders to note that following commercial loadings shall be made on their offer(s) for the purpose of evaluation, should they take deviations over our stated terms for corresponding items.

- 1 Price variation: We ask for firm prices. In case a bidder doesn't offer firm prices, he must indicate a maximum ceiling to which his quoted price may vary. The said maximum ceiling shall be added to the amount quoted by the bidder.
- 2 Price Discount clause: We ask for total acceptance of this clause (Refer Clause No. 12.0 of our enclosed General Purchase Conditions). For non-acceptance of this clause, loading of 5% shall be done.



3 Payment Terms: We ask for acceptance to our payment term specified in this tender. In case a bidder takes deviation to this payment term, loading for interest implication at 1% higher than IOC's cash credit account rate applicable on the date of issuance of tender document. Following period shall be considered for loading in case of deviations:

- i. Drawing approval – 80% of the delivery period.
- ii. Receipt of raw materials at Supplier's works – 50% of the delivery period.
- iii. Final 10% payment also against dispatch – 30 days

4 Freight components: Vendor must quote freight charges in their offer, failing which their offer will be loaded with the maximum quoted freight charges prorated on the basis of distance among the technically acceptable offers. In case transportation is kept in vendor's scope, reimbursement to vendor shall be limited to this freight amount, which shall be indicated in the P.O. However, IOCL reserves the right to keep transportation in IOCL scope.

5 Performance Bank Guarantee (PBG): **Not Applicable**

PBG for 10% of order value including warranty & CAMC wherever applicable will have to be furnished, unless specified otherwise in the tender. The said PBG should be as per the format laid down in our General Purchase Conditions. In case a bidder does not agree to submit PBG as per tender requirement, his offer shall be loaded with 10% of the quoted basic cost. In case PBG is agreed to for less than 10%, loading shall be done for the differential value. The Vendor shall furnish a Bank Guarantee to IOCL, issued by a Scheduled Bank in India acceptable to IOCL in the format available in IOCL GPC (Annexure "C") within 15 (fifteen) days of issue of the Purchase Order. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period (upto completion of warranty & CAMC period wherever applicable) plus a 3 (three) months claim period thereafter, unless specified otherwise in the tender.

Note:

- (1) For equipments & packages , in case of increase in the order value due to an amendment, the PBG value shall be proportionately increased.
- (2) Mobilization and milestone advance payments for equipments and packages shall be released to the vendor only after submission of PBG, if applicable.

PBG for 5% of order value will have to be furnished, unless specified otherwise in the tender. The said PBG should be as per the format laid down in our General Purchase Conditions. In case a bidder does not agree to submit PBG as per tender requirement, his offer shall be loaded with 5% of the quoted basic cost. In case PBG is agreed to for less than 5%, loading shall be done for the differential value. The Vendor shall furnish a Bank Guarantee to IOCL, issued by a Scheduled Bank in India acceptable to IOCL in the format available in IOCL GPC (Annexure "C") at the time of despatch. The Bank guarantee shall remain in force till delivery period plus six months plus a 3 (three) months claim period thereafter, unless specified otherwise in the tender.



6 Third Party Inspection: Vendor must quote TPI (Third Party Inspection) charges preferably in % (percentage) in their offer (wherever applicable as per tender conditions), failing which their offer will be loaded with the maximum quoted charges among the technically acceptable offers. Reimbursement to vendor shall be limited to this TPI charge, which shall be indicated in the P.O.

7 Transit Insurance: In case insurance charges are extra 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.

1.8 IMPORTANT NOTES:

- 1 Vendor may be put on "Holiday List" If a party
 - 1.1 has indulged in malpractices such as bribery, corruption, fraud and pilferage.
 - 1.2 is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
 - 1.3 has submitted fake, false or forged documents / certificates.
 - 1.4 Has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorisedly disposed off materials/ documents / drawings / tools or plants or equipment supplied by IOCL.
 - 1.5 Has obtained official company information or copies of documents, in relation to the tender / contract, by questionable methods / means.
 - 1.6 Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms or other statutory requirements.
 - 1.7 has deliberately indulged in construction and erection of defective works or supply of defective materials.
 - 1.8 has not cleared IOCL's previous dues.
 - 1.9 has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
 - 1.10 has refused to accept Fax of Acceptance / Letter of Acceptance / Purchase Order / Work Order after the same is issued by IOCL within the validity period and as per agreed terms & conditions.
 - 1.11 after opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.
 - 1.12 has parted with, leaked or provided confidential / proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
 - 1.13 any other ground for which, in the opinion of the Corporation makes it undesirable to deal with the party.
- 2 Please note that the tender can be abandoned without assigning any reason and in such case, no compensation will be paid for the efforts made by bidder.
- 3 Suo moto changes shall be treated as per the following matrix.

Stage	Price Increase	Price Decrease
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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.
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- 4 The price bid (BOQ) should be uploaded strictly as per the format available with the tender in the website failing which the offer shall be rejected.
- 5 Re-Submission / change of bid documents can be done till bid submission end date & time. Only the last successful bid will be available in system.
- 6 In e-Tendering bidder(s) can "Withdraw" their bids till bid submission end date & time. Once withdrawn, a bidder cannot participate for that tender further.
- 7 Bidders shall set their quotations in firm figures and without qualifications or variations or additions in the terms of the tender documents. Bids containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expression or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.
- 8 Any legal dispute shall be within the jurisdiction of local court of the Purchasing Office / Authority.

9 Third Party Inspection: Not Applicable

Bidders must note that pre-dispatch inspection through any IOCL approved Third Party Inspection Agency (TPIA) will be required at their works before dispatch, if advised for by IOCL. Further, the supplied materials will have to be duly supported by the Release Notes issued by the TPIA. Bidders must also note that organizing such inspection shall be in their scope.

TPI Release Note shall accompany supplied materials. Please note that proper stamping / embossing shall be there to establish traceability of the TPI Release Notes with the supplied materials.

Third party Inspection shall be from IOCI approved agency only

1. M/s. TUV SUD South Asia Pvt Ltd.
2. M/s. Vincotte International India Assesment Services Pvt. Ltd.
3. M/s. VCS Quality Services Private Limited
4. M/s. DNV GL AS
5. M/S. IR Class Systems and solutions Private Limited
6. M/s. Projects and Development India Ltd. (PDIL)
7. M/s. Tata Projects Limited
8. M/s. Lloyds Register Asia
9. M/s Certification Engineers International Limited



Contact details of the above TPI Agencies are attached separately.

10 Pre Bid meeting Not Applicable

Bidder shall attend the pre-bid discussion (if required) at their own cost at IOCL, Guwahati Refinery as intimated to them. No technical queries shall be entertained after Pre-Bid discussion. During the pre-bid meeting the bidder may collect the data as required for quoting against the subject enquiry.

11 Invalid Tenders and tenders liable for rejection :

A Tender is liable for rejection in the following circumstances:

If a Bidder

- Does not pay the EMD before deadline
- Does not fulfil minimum pre qualification criteria as per the Tender Documents
- Unsolicited tenders
- Stipulates the validity period less than what is stated in the Tender Documents
- Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- Does not fill in and sign the required annexures, undertaking etc. as specified in the tender.
- Does not submit bid in the prescribed format making it impossible to evaluate the bid
- Indulges in tampering of tender documents
- Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria.

1.9 SITE WORK: Not Applicable

1 For execution of Purchase Orders involving site work based on the job requirements, all security/ safety rules/ 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 (GR) 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 (GR).

1.1 For violation of applicable Safety, Health and Environment related norm, a penalty of Rs.5000/per occasion.

1.2 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 / per occasion as in item-1.1.

1.3 Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000) per fatality in addition to Rs.5000/per occasion as in item-1.1



- 2 All labour law/ statutes/ rules/ regulations including minimum wages act, employees state insurance, payment of bonus act, employees provident fund, contract labour law etc. are to be strictly complied with. Bidder will be solely responsible for any claim/ liability arising due to/ on account / consequent to the workmen engaged by him. Bidder shall keep IOCL (GR) indemnified against all such claims of whatsoever nature.
- 3 Bidder at its own expenses shall take out workers compensation insurance to cover any claim that may be made by bidder's employees and/ or their heirs and dependents alleging bodily injuries sustained or death suffered by employees as a result of or in connection with the performance of any bidder's obligations under this agreement and will hold IOCL (GR) and its employees and representatives harmless from any and all such claims. Bidder's insurance policy shall include a waiver clause as to any insurer's actions against IOCL (GR), its employees and representatives.
- 4 The bidder shall keep IOCL (GR) both during and after the term of agreement, fully & effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands and costs & claims, including but not limited to, legal fees & expenses, suffered by IOCL (GR) or any third party for such losses, damages, injuries or death as the result of a wrongful action, negligence or violation of the job site regulations by the bidder or its subcontractors or the personnel or agents or either of them.
- 5 The vendor should be advised to take appropriate insurance policy for the effective implementation of the above penalty provision.
- 6 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.

1.10 INSTRUCTIONS TO BIDDERS FOR PARTICIPATION IN E-TENDERING:

Plz refer special instructions to bidders SITB attached separately.

1.11 BID EVALUATION CRITERIA

1. Price: Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency for Imported supply shall be considered for evaluation. TT selling rate as on the date of opening of price bid shall be considered for conversion.
2. Transportation : Transportation charges quoted by the vendor up to Guwahati Refinery shall be loaded in price evaluation (refer Cl. 1.7.4).
3. Third Party Inspection (TPI): TPI charges quoted by the vendor (wherever required as per tender conditions) shall be loaded in price evaluation (refer Cl. 1.7.7).
4. Transit Insurance: Transit Insurance shall be loaded in price evaluation (refer Cl. 1.7.8).
5. Inflow of royalty to IOCL net of prevailing taxes/ surcharge shall be considered during evaluation of bids in case the product is based on IOCL (R&D) formulation.



6. Bid Evaluation Criteria : Bid evaluation shall be done by considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder shall be treated 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.

7. Loading on account of deviation in commercial terms as per point no 1.7 Commercial Loading

8. Cost of Accessories/ Mandatory Spares and Commissioning Spares, **if any**, shall be considered for evaluation of bids. 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”. However cost of operational & maintenance spares (Optional items), shall not be considered for commercial evaluation.

9. Final evaluation for comparison will be on ITEMWISE lowest basis.

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

1.12 Public Procurement Policy for Micro and Small Enterprises :

Tender Conditions for Purchase Preference for Micro & Small Enterprises (MSEs) **(Preference shall be extended to Manufacturer of the tendered item ONLY).**

- 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. EMD is not required in case of : The Micro & Small Enterprises (MSEs) registered with above mentioned agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued by Ministry of Micro, Small and Medium Enterprises of Govt. of India, irrespective of the items and nature of activity for which they are registered with the said agencies/ bodies.

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 value 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 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:

- In case of proprietary MSE, proprietor(s) shall be SC /ST
- In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- 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 shall 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.

1.13 Preference to domestically manufactured electronics products : Applicable/ Not applicable

1. Ministry of communication & IT Dept of electronics and information technology, New Delhi vide its DO letter no. 33(3)/2013-IPHW dated 2nd June 2014 has notified that preference is to be given to domestically manufactured electronic products in Government procurement.

2. The electronic products and the percentage for which preference to domestically manufactured products (In value terms) is to be provided is as under:

Name of Electronic Product	% of procurement for which preference is to be provided	Minimum % domestic value addition in terms of BOM required to qualify as domestically manufactured
i) Desktop Personal Computers	50%	30%
ii) Dot Matrix Printers	50%	40%
iii) Tablet Personal Computers	50%	30%
iv) Laptop Personal Computers	50%	25%
v) Smart Cards	50%	30%
vi) LED Products	50%	50%

3. The domestically manufactured electronics products are those products which are manufactured by companies registered in India and engaged in manufacture in India and including Contract manufactures, but excluding trades. For details of criteria for BOM to be classified as domestic, pls refer to notification no. 33(3)/2013-IPHW dated 22.05.2014.

4. Wherever the domestically manufactured electronic products are procured under this policy by the units, such procurement shall be subject to matching of L1 price and on satisfying the technical specifications of the tender.

5. Specified percentage of the procurement value would be awarded to the lowest priced technically qualified domestic manufacturers of electronic products, and meeting norms and conditions specified in clauses above, subject to matching price with L1. The remaining will be awarded to L1, irrespective of whether he is a domestic manufacturer or not. In case L1 is quoted by a domestic manufacturer, the entire order quantity will be awarded to such domestic manufacturer, subject to other conditions of the tender, if any, relating to splitting of the order.

6. In order to be considered for purchase preference, bidder should submit an Affidavit of Self Certification regarding Domestic Value Addition in an Electronic Product as per the Format uploaded separately..

1.14 Integrity Pact : Not applicable



Details of IndianOil's Nodal Officer & Independent External Monitors (IEMS) for Implementation of Integrity Pact

Any tender-related complaints, for tenders covered under IP , may be addressed to the Nodal Officer or to IEMs as per details given below :

Nodal Officer :

Ms. Amita Singh,
Executive Director (Corporate Affairs & Pricing),
E-mail : singhamita@indianoil.in

IEMs :

Dr Sanjiv Misra, IAS (Retd.)
Sh. V.S. Jain, Former Chairman, SAIL & Former Member, PESB
Sh. B. P. Rao, Former CMD, BHEL

IP Secretariat :

IndianOil Corporation Limited,
Room No. 516, 5th Floor,
Core 6, Scope Complex,
Lodhi Road,
New Delhi - 110003
E-mail : iem-iocl@indianoil.in

IEMs have been appointed by the Commission

The details of IEMs are available on iocl.com and the URL for the same is given below :
<https://www.iocl.com/Talktous/IntPact.aspx>

1.15 Reverse Auction : Not applicable

1. Bidders are advised to quote their best competitive rate(s) in the price bid (BoQ) as the L1 bidder shall be decided on the basis of price quoted in the price bid (BoQ) subject to evaluation criteria. However, IOCL Reserves the right to go for Reverse Auction. In that case L1 bidder shall be decided based on the lowest bid rate(s) against the auction and quoted rate(s) in the price bid (BoQ) subject to evaluation criteria". For example, if the lowest evaluated price of BoQ is X and the lowest evaluated price obtained during Reverse Auction is Y. Then Minimum of (X, Y) will be the L1 price.



2. In case of Reverse auction, the RA shall start with an initial Starting Price. Any Bidder can quote his price below the Current price only. Bidders will quote the price considering the loading factor for evaluated price as per evaluation criteria.

For example if Basic Price to be quoted by bidder is: Rs.100.00, Excise Duty is: 12.5% extra and CST is 2%.

Then Landed price shall be $100 \times 1.125 \times 1.02 = \text{Rs. } 114.75$ and cenvat amount is Rs. 12.50.

Accordingly, Evaluated price i.e. net of cenvat price shall be Landed price – cenvat price = $114.75 - 12.50 = \text{Rs. } 102.25$ and Loading factor for net of cenvat shall be $102.25/100 = 1.0225$.

The above example is only for understanding purpose and may not be applicable in all cases. The evaluation factor shall be worked out in every case separately based on tender conditions and Techno-Commercial offer of the specific bidder.

3. Wherever required the Loading factor shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his loading factor as per evaluation criteria mentioned in the tender document. The bidder has to quote only evaluated price based on already informed loading(s) relevant to that bidder or by applying loadings as per evaluation criteria mentioned in Tender conditions wherever the loading factor is not conveyed prior to start of Reverse Auction.

4. For the purpose of extending MSME or any other preference /benefit as per guidelines, the quote in price bid (BoQ) and latest quote in Reverse auction portal by a bidder, whichever is lower, shall be considered.

5. IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.