

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	25-04-2025 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	25-04-2025 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Indian Oil Corporation Limited
Organisation Name/संगठन का नाम	Research & Development Centre (materials Department)
Office Name/कार्यालय का नाम	Faridabad
क्रेता ईमेल/Buyer Email	buyer11.rdcmd.hr@gembuyer.in
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	110V Nickel-Cadmium (Ni-Cd) Battery Bank
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	110V Nickel-Cadmium (Ni-Cd) Battery Bank
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Vented Type Nickel Cadmium Batteries - IS 10918, Spare / Add On Battery Packs For Transreceiver - Handheld, Portable sealed rechargeable single cells - Nickel-Cadmium (Rechargeable batteries) as per IS:16048 (Part 1)/IEC:61951-1, Nickel sulphate, General Purpose Battery Chargers, Nickel Passivator (IOCL), Labelling Machine, Copper Nickel Pipe, Nickel Crucible with Lid, Portable Sealed Rechargeable Single Cells - Nickel - Metal Hydride (Rechargeable Batteries) as per IS 16048, 16046
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Vented Type Nickel Cadmium Batteries - IS 10918</li> </ul>
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

#### EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

DGM M&C  
INDIAN OIL CORPORATION LIMITED, Research & Development Centre (Materials Department), Faridabad  
(S K Roy)

#### Reserved for Make In India products

Reserved for Make In India products	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

#### 110V Nickel-Cadmium (Ni-Cd) Battery Bank ( 1 pieces )

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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**Installation Commissioning and Testing (ICT) details for the above item:**

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	5.8%
Number of days allowed for ICT after site readiness communication to seller	90 Days/दिन

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	S.Arunagirisamy	121007,INDIAN OIL CORPORATION LTD R&D CENTRE, SECTOR-13, FARIDABAD	1	90

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

**1. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

**2. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**3. Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

**4. Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

**5. Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

#### 6. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

#### 7. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 8. **Generic**

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

#### 9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

#### **General Instructions to bidders:**

Bidders are required to read carefully & understand all the terms and conditions in the bid document before submitting the bids on GeM portal. Offers should be submitted strictly in accordance with the tender terms & conditions. Bidders are advised not to upload un-necessary / unsolicited documents. The same will not be evaluated.

**Note - Payment terms - 90% of material cost on receipt, physical inspection and acceptance of material and balance 10 % of material cost plus 100% of installation cost on installation, testing and commissioning of new battery bank along with dismantling of old battery bank from IOCL site subject to submission of PBG @5% of total contract value.**

**1)** Bidders to note that there shall be no requirement of submission of EMD against this tender. However, all bidders shall be mandatorily required to submit Bid Security Declaration in lieu of EMD as per below indicated standard format:

The requirement of submission of Bid Security Declaration shall also be applicable for bidders who are, otherwise, exempt, from submission of EMD (e.g., MSE / Start-up / any exempted category bidders).

**Offers received without Bid Security Declaration as per tender requirement shall be liable for rejection.**

**Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security (On Bidders' Letter Head)**

I / We, the authorized signatory of M/s \_\_\_\_\_, participating in the subject Tender No: \_\_\_\_\_, for the job of \_\_\_\_\_, do hereby declare that in the event:

I / We withdraw / modify our bid during the period of bid validity

OR

I / We commit any other breach of tender conditions / contract which would have otherwise attracted forfeiture of EMD

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

**2) Commercial Experience Criteria:**

For experience, 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 original bid submission end date falls, should be considered as under:

**(Note: It is clarified that the last date of order execution shall fall in the above mentioned period)**

Three orders each executed for "Supply with or without installation of Battery Bank" where executed value is not less than the amount equal to Rs. 377793.00

OR

Two orders each executed for "Supply with or without installation of Battery Bank" where executed value is not less than the amount equal to Rs. 503724.00

OR

One order each executed for "Supply with or without installation of Battery Bank" where executed value is not less than the amount equal to Rs. 629655.00

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

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

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

**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 along with Invoice(s) {with self certification that supplies against invoice has been successfully executed}. Uploading the invoice(s) on the e-portal is considered as self certification by the bidder that supplies against the invoices have been successfully executed to the required value.

ii. Purchase Order along with Bank Certificate indicating payment against the PO

iii. Purchase Order along with Execution certificate by client indicating executed order value. In case the execution certificate does not mention the executed value, the bidder shall have to submit other documents as mentioned here indicating executed value.

iv. In case bidder cites any reference of job executed for IOCL and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as date of execution.

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

Bidders are advised to provide following details for purchase orders submitted against commercial experience criteria:

S.N.	Purchase Order No. and Date	PO ISSUED BY (client name) M/s	Full address of the client and contact person (Name & Details i.e. e-mail ID(s), Mobile No(s) etc)	Order execution completion dt.	Order execution completion proof as mentioned in Tender PQC requirement	Invoice no. and date (along with copy)
1						
2						
3						

**Format for self certification on letter head of bidder for fulfilling commercial experience criteria**  
 Bidder is advised to provide self certification for all the invoices being submitted against the subject tender.

#### **SELF CERTIFICATION :**

We hereby certify that that supplies against the PO no... dated ... and corresponding invoices no..... dated ..... have been executed on....

(Signature of bidder)

#### **3) Acceptance of PQ Documents of related / unrelated parties shall be as follows:**

Sl. No.	Scenario	Financial credentials	Techno-commercial Experience Criteria
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1	A new entity formed as a result of merger of two entities and the earlier entity cease to exist	New Entity can use financial experience of any of the merged companies in case balance sheet of the new entity is not available	New Entity can use experience of any of the merged companies
2	An entity (A) takes over another entity (B) and B ceases to exist (or the specific business vertical of B ceases to exist)	Financial credentials of the bidding entity	New Entity can use experience of any of the two companies
3	Parent company (bidder) using the credentials of its Subsidiary.	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries
4	Indian subsidiary (bidder) using the credentials of its Foreign Principals	Financial credentials of the bidding entity. In case the bidding entity's Audited Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.	<p>Credentials of the Foreign Principals can be used.</p> <p>However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded.</p> <p>Warranty period for such bidders shall be 18 months from commissioning or 24 months from supply, whichever is earlier.</p> <p>Bidder shall have manufacturing facility in India.</p>

The term **entity** shall mean Pvt Ltd, Public Limited and LLP firms. The proprietary firms and Partnership firms shall not be considered.

**4)** Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer.

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

**5)** Consortium/JV bids shall not be accepted in the tender.

**6)** In case where the bidder due to their internal / local regulation (particularly in case such bidders are subsidiaries of other foreign company) are unable to submit audited financial statement, CEO / CFO's certificate 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 without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.



**7)** In case any bidder submits any of the Pre-Qualification support documents in any foreign language other than English, then it will be the responsibility of such bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian Embassy / High Commission) or any other independent authority shall also be acceptable apart from the Local Chamber of Commerce of country of origin.

**8)** Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payments shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor.

**9)** Bidder to submit the technical compliance along with supporting documents like catalogue/brochure. Bidder to ensure that supporting document(catalogue/brochure) must include the technical specifications required in the subject tender.

**10)** Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs). The Udyam Registration Certificate must be valid as on close date of tender. MSEs who do not have the Udyam Registration Certificate as on close date of tender, are not eligible for exemption/preference.

**11)** One Bid per Bidder: A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified.

Alternative or Multiple price bids are not acceptable. Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) (sub-vendors, if any) may, however, appear in different offers submitted by different tenderers.

i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.

ii. A company shall for this purpose include any artificial person whether constituted under the laws of India or of any other country.

iii. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

iv. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

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

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

A Bidder which has directly or through any of its affiliates participated as a Consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, shall not be allowed to participate.

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

- 13)** IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirement after giving one chance to the bidder to accept IOCL's requirement.
- 14)** Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations. Bidders are advised to quote competitive prices considering the fact that price negotiations, if required would be held with the lowest bidder only.
- 15)** Tendering can be abandoned by IOCL without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 16)** IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 17)** 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.
- 18)** IOCL reserves the right to allow purchase preference to MSEs, Local Suppliers etc. as per extant Government policy(ies) and to JV Companies as per IOCL policy in vogue. For the purpose of Purchase Preference, the total landed cost (considering technical or commercial loadings if any) of the lowest bidder(s) shall be considered to decide applicability of the Purchase Preference.
- 19)** 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.
- 20)** Components / spares / accessories: If a bidder 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".
- 21)** If a bidder does not mention Taxes & Duties in their offer as specified in tender, the same shall be considered as Borne by vendor.
- 22)** The contractor/supplier would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to IOCL. In case, contractor/supplier does not issue credit note to IOCL, IOCL would be constrained to recover the amount with consequential implications including interest / penalty payable.
- 23)** Interest Prohibition Clause: Parties agree that the Seller shall not be entitled for any pre-reference and pendent-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Seller's claim for any such interest shall not be considered and shall be void. The Arbitrator or tribunal shall have no right to award pre-reference and pendent-lite interest in the matter to the Seller. Where the arbitral award is for the payment of money, no interest shall be payable by Buyer on whole or any part of the money for any period till the date on which the award is made.
- 24)** A Tender is liable for rejection in the following circumstances, if a bidder:
- i. Does not pay the EMD/BSD, wherever required, before deadline
  - ii. Does not fulfill minimum pre-qualification criteria as per the Tender Documents
  - iii. Stipulates the validity period less than what is stated in the Tender Documents and refuses to extend.
  - iv. Stipulates their own conditions and does not agree to withdraw the deviations, rendering their bid unacceptable
  - v. Does not submit bid in the prescribed format making it impossible to evaluate the bid
  - vi. Indulges in tampering of tender documents
  - vii. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria

- viii. Submits false/ fraudulent / forged documents.
- ix. Influences tender outcome
- x. Bidder is not eligible to participate.

**25) Penalties for Violation / Non-adherence of safety procedures and practices for site work:**

1. Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5,000.00 per occasion
2. 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 1.
3. 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 1.

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

**26) Time barred claims:** Ordinarily, all claims are time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence.

**27) Cartel formation, bid rigging, collusive bidding** are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

**28) Instructions for Performance Bank Guarantee (PBG):**

The successful bidder shall submit PBG as per tender requirement to the buyer (in format prescribed on GeM) valid for 2 months beyond the date of completion of all contractual obligations including warranty obligations within 15 days of award of contract on GeM.

BGs less than Rs. 2 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.

Bank Guarantee(s) shall be submitted as per the following details:

**A. Selection of Bank:**

a) BG upto Rs. 2 Crore can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.

b) BG of above Rs. 2 Crore can be accepted if it is issued by an Indian branch of:

- i. Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934.

Or

ii. Any scheduled bank (other than a Nationalized Bank / PSU bank) having at least desired Credit Rating at the time of acceptance of BG.

**ii) Desired credit rating is defined as under:**

a) In case of foreign banks:

- 1) If the tenor of BG is more than 1 year: credit rating of 'A' of Moody's or equivalent
- 2) If the tenor of BG is upto 1 year: credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.

b) In case of Indian banks:

- 1) If the tenor of BG is more than 1 year: credit rating of: 'AA' of CRISIL or equivalent.

2) If the tenor of BG is upto 1 year: credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.

**B.** Apart from above, BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is counter guaranteed by any bank mentioned above at (i) b.

### C. Credit Rating

The Vendor shall note that, in case of acceptance of BG issued or counter guaranteed by a bank mentioned at para (i) b (ii), if the credit rating of such bank falls below the Credit Rating mentioned under clause (i) b (ii) during the validity period of BG, the Vendor shall either submit a fresh BG or get the existing BG counter guaranteed, at its own cost, through a bank mentioned above at (i) b (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee(s), without prejudice to any other right or remedy available to the owner, the owner shall be entitled to encash the bank guarantee(s).

**D.** As a special initiative to encourage more participation, PBG requirement shall be relaxed by 50% in case of MSE's owned by SC/ST & Women entrepreneurs.

**E.** Bank Guarantee is an agreement between Bank and beneficiary (IOCL) and the same is issued directly by the bank in favor of beneficiary. Accordingly, the stamp paper of appropriate value is required to be purchased in the name of the bank issuing the guarantee. The BGs on e-stamp paper may also be accepted in addition to non-judicial stamp paper.

**F.** In the stamp paper, First Party to the Bank Guarantee should be the Bank issuing the Guarantee and the Second Party should be the Beneficiary i.e. IOCL.

### G. Modalities to be followed with respect to Bank Guarantee confirmation:

Bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below:

SFMS Field No	Description	Value
7034	Name of Beneficiary and his details	INDIAN OIL CORPORATION LIMITED
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Receiver Information	IOCL9400

**29)** Bidders are required to provide the below declaration on their company's letter head:

Bidder to <b>confirm</b> "Whether any of the Directors of Bidder is a relative of any Director of IOCL or the Bidder is a firm in which any Director of IOCL or their relative is a Partner or the Bidder is a private company in which any director of IOCL is a member or Director." List of IOCL directors is available at <a href="https://iocl.com/pages/our-leadership">https://iocl.com/pages/our-leadership</a>	
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In case your response to above point is that "Has relationship with director of IOCL", please elaborate the details of such a relationship. Else indicate "not applicable".

**31) Bidder to provide the below declaration on their company's Letter Head, whether they are participating in this bid as Manufacturer or Authorized Channel Partner/Distributor for the Quoted Item:**

Schedule No.	Whether Manufacturer or Authorized Channel Partner/Distributor of the Quoted Item
Schedule – 1*	

[\*Add more rows if more than one schedule]

32) Bidders to submit bank account details in following format :

On the Letterhead of the Vendor / Contractor / Supplier

Date:

To

Indian Oil Corporation Ltd

Research & Development Centre

Sector-13, Faridabad-121007

Dear Sir,

We hereby give our consent to accept the related payments of our claims / bills on IOCL through Cheques or Internet based online E- payments system at the sole discretion of IOCL. Our Bank account details for the said purpose are as under:

A. <u>Vendors Details</u>	
1. Name (As per the Bank Records)	
2. Address	
3. P. A. No. (PAN No.)	
4. TIN No.	
5. CIN No.	

6. E-mail ID	
7. Mobile Number	
8. GSTIN No	
<b>B. <u>Particulars of Bank Account</u></b>	
1. Bank Name	
2. Branch Name/ branch code	
3. Branch Address	
4. 9 Digit MICR No. of Bank and Branch (As appearing on the cheque)	
5. Account Type (Savings/Cash credit/Current)	
6. Account Number (as appearing on the cheque book)	
7. IFSC Code of the Branch (For RTGS)	
8. IFSC Code of the Branch (For NEFT)	

(Please attach a blank copy of a cancelled cheque/ photocopy of a cancelled cheque issued by your Bank relating to the above account Number for verifying the accuracy of the 9 digit MICR code number.

I/We hereby declare that the particulars given above are correct and complete

Date:  
r Place:

Signature of Account Holder  
with Company Stamp (if a Company)

**Encl: Photocopy of cheque duly cancelled, copy of Indian PAN Card and a copy of GSTIN**

**31) Bidders to submit Declaration of Black Listing / Holiday Listing in the format given below:**

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING**

**In the case of a proprietary Concern:**

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s \_\_\_\_\_ which is submitted 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 on any blacklist or holiday list declared by Indian oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Ltd or MOPNG ,in respect of any corrupt or fraudulent practice (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 inquiry and in absence thereof state "Nil")**

**In the case of a partnership Firm:**

We hereby declare that neither we, M/s \_\_\_\_\_ which is submitted 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 placed on any blacklist or holiday list declare by Indian oil Corporation Limited . or by ministry of Petroleum & Natural Gas ( MOPNG) , nor any inquiry is pending by Indian oil Corporation Limited. Or MOPNG , in respect of Corrupt or fraudulent practice (s) against us or any partner or any concern of firm of which he is proprietor or partner , except as indicated below:

**(Here give particular of blacklisting or Holiday listing and /or inquiry and in the absence thereof state "NIL")**

**In the case of Company:**

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Indian oil Corporation Limited Or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian oil Corporation Limited or MOPNG, In respect of corrupt or fraudulent practice (s), except as indicated below:-

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

**In the case of Consortium:**

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Indian oil Corporation Limited Or by ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Limited or MOPNG, in respect of corrupt or fraudulent practice (s) , except as indicated below:

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

In 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 (include blacklisting or holiday listing ) available to Indian oil Corporation Limited.

**Place :  
der**

**Signature of Bid**

**Date :  
ry**

**Name of Signato**

**32) Bidders to submit Declaration on NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation in the format given below:**

**DECLARATION ON NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

(To be submitted on Company's Letterhead)

Tender No : .....

Bidder Name: .....

I/ We hereby declare that I/We /M/s\_\_\_\_\_, declare that :

(i) I / We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

Or,

(ii) I / We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

**Note:- Strike out which is not applicable.**

It is understood that if this declaration is found to be false, Indian Oil Corporation Ltd. shall have the right to reject my/our bid, and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Ltd.

Place:

Date:

Signature of Bidder \_\_\_\_\_

Name of Signatory \_\_\_\_\_

33) Policy pertaining to BIDDERS SHARING BORDER WITH INDIA shall be applicable ( Link- <https://pib.gov.in/PressReleasePage.aspx?PRID=1640778>)

**34) Vendor Invoice Management System:**

Bidders to note that Invoice against all Purchase Orders issued by IOCL, R&D Centre shall be Digitally signed and original invoice is to be submitted on eVIDIT portal.

It is advised to register on eVIDIT portal before submitting any bill. The link to the vendor portal is <https://aps.indianoil.in/vim>

Alternatively, originally signed invoice in physical form can be sent to the following address: -

Indian Oil Corporation Limited

IBM Tower, 2<sup>nd</sup> Floor,

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh

Pin Code -201309.

35) For any tender related queries, kindly contact the material officer - Ganesh Singh Bora Tel No.: 0091-129-2294584, e-mail: [borags@indianoil.in](mailto:borags@indianoil.in)

36) Any Addendum / Corrigendum / Sale date extension in respect of above tender shall be issued on our website: 'https://gem.gov.in' only. Bidders are therefore requested to regularly visit our website to keep themselves updated.

## **Disclaimer/अस्वीकरण**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses



on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**