

Bid Document

Bid Details	
Bid End Date/Time	15-09-2022 15:00:00
Bid Opening Date/Time	15-09-2022 15:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Indian Oil Corporation Limited
Organisation Name	loc Haldia Refinery
Office Name	Materials Purchase
Total Quantity	3
Item Category	VESSEL, 85-B-02, COMPLETE ASSEMBLY/3109830018 (Q3) , VESSEL, 86-B-22, COMPLETE ASSEMBLY/3109440012 (Q3) , COMPLETE VESSEL ASSEMBLY, 85-B-21/3163940028 (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	No
Primary product category	VESSEL, 85-B-02, COMPLETE ASSEMBLY/3109830018
Time allowed for Technical Clarifications during technical evaluation	6 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	25

(a). The EMD % will be applicable for each schedule/group selected during Bid creation.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

ASSITANT MATERIALS MANAGER

Materials Purchase, INDIAN OIL CORPORATION LIMITED, IOC Haldia Refinery, Ministry of Petroleum and Natural Gas

(Prasun Choudhary)

Splitting

Bid splitting not applied.

MII Purchase Preference

MI Purchase Preference	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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 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% (Selected by Buyer)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 25%(selected by Buyer) percentage of total QUANTITY.

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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Vessel, 85-b-02, Complete Assembly/3109830018	1
Schedule 2	Vessel, 86-b-22, Complete Assembly/3109440012	1
Schedule 3	Complete Vessel Assembly, 85-b-21/3163940028	1

VESSEL, 85-B-02, COMPLETE ASSEMBLY/3109830018 (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Dipankar Biswas	721606,MATERIALS DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	1	180

VESSEL, 86-B-22, COMPLETE ASSEMBLY/3109440012 (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Dipankar Biswas	721606,MATERIALS DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	1	180

COMPLETE VESSEL ASSEMBLY, 85-B-21/3163940028 (1 pieces)

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

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1	Dipankar Biswas	721606,MATERIALS DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	1	180

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer specific ATC

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Bidder has to comply with the following tender requirements mentioned as under

1) TECHNICAL SPECIFICATIONS TO BE DOWNLOADED FROM THE BELOW LINK

<https://drive.google.com/drive/folders/1F7PHRwF0VmSnMF4nnZwlQMc1bTwhqpae>

2) FINANCIAL CRITERIA: Applicable

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The bidder should have an annual turnover of ₹ **33.25 Lacs** in any of the last three preceding financial years (2018-19, 2019-20, 2020-21). For fulfilling the financial criteria, any one of the following are to be submitted along-with the un-priced bid as valid proof for meeting the criteria:

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

3) PRE-QUALIFICATION CRITERIA (PQC): Commercial Experience Eligibility Criteria:

For experience, the order(s) executed by the bidder on F.O.R Destination Basis, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

- a. Three orders each executed for * Vessel/Column/Reactor* where executed value is not less than the amount equal to ₹ 16.63 Lacs

OR

- b. Two orders each executed for * Vessel/Column/Reactor* where executed value is not less than the amount equal to ₹ 22.17 Lacs

OR

- c. One order executed for * Vessel/Column/Reactor* where executed value is not less than the amount equal to ₹ 27.71 Lacs

SIMILAR ITEM -* Vessel/Column/Reactor*

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

- a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
- b. Execution certificate by client with order value.
- c. Any other document in support of order execution like Third Party Inspection release note, etc.

Related clauses for PQC evaluation:

Notwithstanding any other condition/provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.

IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.

5) In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration, on their Company Letterhead, as per the below format

(on Company Letterhead)

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:

Bidder(s) to note below mentioned clauses shall only be applicable for EMD up to 31.10.2022 {EMD clauses mentioned elsewhere in the tender document (except those which attract penal action of forfeiture of EMD) shall not be applicable up to 31.10.2022 and shall be applicable for Tenders published w.e.f. 01.11.2022}

EMD requirement has been waived off. However, for Waiver of EMD, Bid Security Declaration shall be submitted by all bidder(s) participating in the tenders in a format as per below Annexure – A.

6. Performance Bank Guarantee

PBG to be submitted for 3% of GEM contract value and valid for **25 months** from date of the GEM contract as per GEM terms and conditions

Performance Bank Guarantee / Performance Security (This Performance Bank Guarantee / Performance Security clause shall be applicable only for Tenders published up to 31.03.2023)

Performance Bank Guarantee / Performance Security is relaxed from existing 5% / 10% to flat 3% in the tenders. The reduced percentage shall continue till 'Defect Liability Period' of the contract and there shall not be subsequent increase of the Performance Bank Guarantee / Performance Security percentage even beyond 31.03.2023. The existing relaxation of Performance Bank Guarantee / Performance Security to MSEs owned by women OR SC/ST shall also be flat 3% in the tenders as above.

7. Warranty/Guarantee Period

Confirm that the goods shall be guaranteed for 12 months from the date of installation and successful commissioning or 18 months from last dispatch whichever is earlier.

8. Address of the Tender Issuing Authority: Chief Materials manager (Mat)., PO: HALDIA REFINERY, P.O. HALDIA OIL REFINERY, DIST. PURBA MEDINIPUR, WEST BENGAL -721606, Contact Nos. Phone- +91-03224-3453//3404. E-mail : banerjeea@indianoil.in;

9. The list of empanelled third-party inspection Agencies is as under.

1. M/s ABS Industrial Verification {India} Pvt. Ltd.
2. M/s Apave Assessments India Private Limited

3. M/s Bureau Veritas (India) Private Limited
4. M/s Certification Engineers International Limited
5. M/s International Certification Services Pvt Ltd
6. M/s Intertek India Pvt Ltd
7. M/s LRQA Inspection Services India LLP
8. M/s Meenaar Global Consultants LLP
9. M/s Projects & Development India Limited
10. M/s Quality Evaluation and Systems Team Pvt Ltd
11. M/s SGS India Private Limited
12. M/s Tata Projects Limited
13. M/s TUV India Pvt. Ltd.
14. M/s TUV Rehenland India Pvt. Ltd.
15. M/s VCS Quality Services Private Limited

10. Applicable GST Rates Declaration:

(For smooth Payment, bidder is advised to declare appropriate applicable GST rates here)

Bidder's Name				
Vendor Code for IOCL(if available)				
GST No				
PAN				
CIN No.				
Sl.	Item no.	Schedule	Applied GST rates in quotation (%)	HSN Code (6 Digits)
1				
2				
3				
4				
5				

11. GENERAL INSTRUCTION TO BIDDERS

- a) A Company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.
- b) Bids submitted on consortium and joint -ventures basis are not acceptable, unless otherwise specified in the Tender.
- c) Submission of authentic documents in time is the prime responsibility of the bidder.
- d) Wherever IOCL has concern or apprehension regarding the authenticity/correctness of any document, IOCL reserves the right of getting the documents cross verified from the document issuing authority.
- e) **Payment against supplies, under PO resulting from this tender, to the successful bidder(s) is subject to verification of authenticity of documents by IOCL.**

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

- i. Does not pay the EMD before deadline
 - ii. Does not fulfill minimum pre qualification criteria as per the Tender Documents
 - iii. Submits the tender late i.e. after due date and time
 - iv. Unsolicited tenders
 - v. Stipulates the validity period less than what is stated in the Tender Documents
 - vi. Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
 - vii. Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
 - viii. Does not fill in and digitally sign the required annexures, specifications, etc. as specified in the tender.
 - ix. Does not submit bid in the prescribed format making it impossible to evaluate the bid
 - x. Indulges in tampering of tender documents
 - xi. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
- e) It shall be the responsibility of the tenderers to fill complete, correct and accurate information in line with the requirements / stipulations of the tender documents, regarding their past experience and other information required to facilitate due evaluation / consideration of their tenders.
- f) The IOCL Banker's details required for issue of **Bank Guarantees Only** are as under:
- Bank Name : STATE BANK OF INDIA

Account Number : 10521992237

Bank IFSC code : SBIN0007090

Branch Name : IOC HALDIA REFINERY CAMPUS BRANCH

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

**PANEL OF BANKS FOR ACCEPTANCE OF BANK GUARANTEE FROM
CUSTOMERS/SUPPLIERS/CONTRACTORS**

All the Bank Guarantee(s) as stated above will be furnished from a Nationalised/Scheduled bank. The performance bank guarantee(s) shall be as per the Proforma appended with GPC. All bank guarantees should be submitted by Seller's bankers directly to the Owner. Seller shall enclose copy of bank guarantee(s) along with the invoice. Bank Guarantee(s) shall be submitted as per the following details:-

i) SELECTION OF BANK

a) BG upto Rs. 20 Million 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. 20 Million can be accepted if it is issued by an Indian branch of:

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

Or

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

Desired credit rating is defined as under:

In case of foreign banks:

If the tenor of BG is more than 1 year: credit rating of 'A' of Moody's or equivalent

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

In case of Indian banks:

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

If the tenor of BG is upto 1 year: credit rating of 'A 1 +' of CRISIL or equivalent i.e. highest short term rating

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.

ii) 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 2, if the credit rating of such bank falls below the Credit Rating mentioned under clause (i) b 2 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).

iii) The vendor at the request of the owner extend the validity of the Bank Guarantee(s) for such further period(s) as may be required failing which without prejudice to any other right or remedy or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s).

iv) The vendor to ensure the validity of all bank guarantee(s) as stipulated else-where in the bidding documents/contract and no payments shall be released to the vendor, if the validity of the bank guarantee(s) is less than 30 days unless otherwise specifically intimated to the vendor.

g)Vendor Invoice Management implementation at Haldia Refinery from 4th July 2022

Vendor Invoice Management

Communication to Vendors

Dear Vendors,

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

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

tracking details related to payments.

A. Invoice Management System

With effect from **04.07.2022**, **original copy of invoice** raised on **this office** against SAP PO shall be submitted to the following address: -

Indian Oil Corporation Limited
IBM Building, 2nd Floor,
A 26, Rani Ramgarh Road,
Block A, Industrial Area,
Sector 62, NOIDA,
Uttar Pradesh-201309

Only Original Invoice along with supporting invoices for any reimbursement like freight & inspection bills should be sent to the above address. The documents like **Inspection Release Note, Test Certificate, Bank Guarantee** etc. in original should continue to be submitted to the **Office** of supply or service.

Invoice raised against order **other than SAP PO/GEM Contract** should continue be submitted to the **office** of supply of Goods and services

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

1. Invoice Requirement - Physical

Digitally signed invoice uploaded through Vendor Portal is preferred. ???????

However, where vendor submits the physical copy of the invoice, following points may be ensured: -

- It should not be handwritten invoice.
- It should be in English language only.
- It should not be photocopy.
- It should not be carbon copy.

- It should not be Dot Matrix Print copy.
- Invoice should not be damaged or tampered and should always be preserved in original state.
- Writing of comments, remarks etc. on the Invoice may be avoided.

2. **Invoice Requirement - Content**

- Mention PO Number on Invoice where invoice is raised against SAP Order
- Where SAP Order not issued, vendor should mention details of IOCL Officer like email on whose order work has been executed
- Invoice should be in line with Order conditions
- Invoice should comply with applicable GST provisions including HSN/SAC Code
- Ensure that the address in Invoice is correctly mentioned as per Order including Company Code & Plant Code available on Order
- In case where Vendor knows its SAP Vendor Code with Indian Oil, the same should also be captured on the body of Invoice

3. **Price Reduction on account of Delay**

- Raise invoice after effecting Price Reduction on account of Delay in Invoice, wherever applicable.
- In case where request for time extension has been submitted but not approved by EIC, invoice still should be raised by reduced amount.
- Subsequently, Vendor can issue Debit Note when time extension is granted after raising of invoice.
- This process will eliminate the requirement of credit note for GST accounting and consequential delay in processing payment of the entire amount due to complication of GST input credit.

4. **Other Requirements**

- Ensure that Bank Guarantee, wherever applicable, has been submitted at local office of the place of supply/ service as per required format
- Ensure submission of all the documents at local office of the place of supply/ service in line with conditions of the contract

B. **Query Management System**

For expeditious resolution of queries from the vendors, Round the clock Self-help tool (BOT), Webform, Dedicated Email and 9 to 5 Helpdesk have been introduced, details of which are as under: -

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

4. Turnover

Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

5. Inspection

THIRD PARTY INSPECTION for IOCL:

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency TPI TO BE CARRIED OUT AS PER ATTACHED LIST , and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.

It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.

Quoted prices are:

- i. i) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.
- ii. ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.
- iii. iii) All built in import content (if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.

[Click here to view the file](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[This Bid is also governed by the General Terms and Conditions.](#)

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.

---Thank You---