

# **PRE-QUALIFICATION CRITERIA**

## **IMPORTANT INSTRUCTION**

**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. 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.**

**Please refer Cl. No. 2 {PRE-QUALIFICATION CRITERIA (PQC)} of this document and submit required documents for meeting the PQC of this Tender, along-with your bid. Failure to meet the PQC will render the bid to be summarily rejected.**

**TENDER NO. : PRMM219085**

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

**TENDER NO. : PRMM219085**



**IndianOil**

**“PUMP STRAINER”**

**INVITED BY:**

**DEPUTY GENERAL MANAGER (MAT).  
PO: PANIPAT REFINERY, PANIPAT-132140,  
HARYANA, Phone- +91-180-2522391/85/ 81**

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List of IOCL directors is available at <https://www.indianoiltenders.com/StandardDoc/Download.aspx>  
**ALL ABOVE DOCUMENTS FORM PART OF THE TENDER DOCUMENTS.**

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

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

# 1.NOTICE INVITING TENDER (NIT) – E-TENDER

## TENDER NO. : **PRMM219085**

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

|   |  |
|---|--|
| <b>Material Description</b>   | <b>Supply of PUMP STRAINER</b>   |
| <b>Quantity</b>   | As per BOQ/Enquiry Cum Offer document  |
| <b>Type of Tender</b>   | <b>National Open Tender</b>  |
| <b>Evaluation Basis</b>   | Item-wise lowest   |
| <b>Item-wise tendered Qty. are splittable</b>   | Yes  |
| <b>EMD Amount</b>   | <b>Not Applicable</b>  |
| <b>TENDER DOWNLOAD/SALE PERIOD</b>  | Please refer “ <b>Critical Dates table</b> ” in Tender Details at e-tender Portal  |
| <b>BID SUBMISSION PERIOD</b>  | Please refer “ <b>Critical Dates table</b> ” in Tender Details at e-tender Portal  |
| <b>CLARIFICATION PERIOD</b>   | Please refer “ <b>Critical Dates table</b> ” in Tender Details at e-tender Portal<br><i>**Queries for clarification to be sent over email during the “Clarification Period”. Though IOCL may respond to clarifications sought after “Clarification Period”, IOCL will not be under obligation to extend the bid submission date or to respond to clarifications sought by the buyers after the scheduled “Clarification Period”.</i> |
| <b>Contact details for any Clarification</b>  | <b>Mr. Prasenjit Das</b><br><b>(Materials Officer)</b><br><b>Phone- +91-180-2522383</b><br><b>E-mail : <a href="mailto:dasprasenjit2@indianoil.in">dasprasenjit2@indianoil.in</a></b>  |
| <b>Pre Bid Meeting</b>  | <b>N.A.</b>  |
| <b>BID OPENING DATE &amp; TIME</b>  | Please refer “ <b>Critical Dates table</b> ” in Tender Details at e-tender Portal<br>Tender will be opened online on <a href="https://iocletenders.nic.in/">https://iocletenders.nic.in/</a> , on or after mentioned date & time.  |
| <b>Address of the Tender Issuing Authority: Deputy General Manager (Mat). PO: PANIPAT REFINERY, PANIPAT-132140, HARYANA, Phone- +91-180-2522381</b><br><b>E-mail : <a href="mailto:upadhayayk@indianoil.in">upadhayayk@indianoil.in</a></b> |  |

- Tender document (Non-Transferable) can be downloaded from IOCL e-tendering web site <https://iocletenders.nic.in/>
  - Offer shall be submitted ONLY through online mode on above given IOCL e-tendering website.
  - Bids in physical form sent through fax / email / courier / post will not be acceptable.
- Note: - Any Addendum / Corrigendum / Sale date extension in respect of above tender shall be issued on our website: [https://iocletenders.nic.in](https://iocletenders.nic.in/) only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.**

Place: Panipat

Deputy General Manager

## 2. PRE-QUALIFICATION CRITERIA (PQC):

**2.1 TECHNICAL CRITERIA: Not required for subject tender**

**2.2 FINANCIAL CRITERIA: Not required for this tender.**

**2.3 COMMERCIAL EXPERIENCE CRITERIA: Not required for this tender.**

### **NOTE:-**

1. FOB/FCA/FOR Dispatch point price (inclusive of P&F and TPI charges only, if any) shall be considered for arriving at the executed order value.  
However, in case any other cost component like Freight charges, Taxes & Duties or their rates etc. are not indicated separately in PO/Invoice and are already included in the Purchase Order Value, as evident from the submitted Purchase order/Invoice copies, then executed order value shall include such inclusive cost components also for the purpose of PQC evaluation.
2. Last date of order execution may fall in the above mentioned period i.e. within last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission **(original date without considering any extension)** falls.
3. Foreign orders in currency other than USD shall be converted to USD on the date of the said Purchase Order (Global Tenders). Orders in currency other than INR shall be converted to INR on the date of the said Purchase Order (National Tenders). RBI reference rate shall be considered for forex conversion.
4. For fulfilling the commercial experience criteria any one of the following documents may be considered as valid proof for meeting the criteria:
  - i. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices covering the “similar order” have been executed to the required value.
  - ii. Purchase Order copy along with Bank Certificate indicating payment against the PO.
  - iii. Execution certificate by client with order value.
  - iv. Goods Receipt Note (GRNs) in case where IOCL is a client.
  - v. Any other document in support of order execution which is acceptable to IOCL.
  - vi. In case vendor cites any reference of job executed for IOCL, internal records of IOCL shall be considered.

### **Other Notes:**

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

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

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

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

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

c) In case a foreign bidder submits any of the Pre Qualification support documents in any language other than English, then it will be the responsibility of such foreign vendor to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce.

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

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

f) **“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”.**

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

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

- i) IOCL reserves the right of getting the documents cross verified from the document issuing authority. IOCL also reserves the right to seek copy of notarized documents from the bidder.
- j) In the event of release of Purchase Order without verification of documents, the release of payment(s) shall be linked with the verification of the documents.
- k) In case the document(s) submitted by the bidder is found to be fake, false or forged, their offer shall be rejected and actions as deemed fit will be taken by IOCL including but not limited to Holiday Listing.

### **3. GENERAL INSTRUCTIONS TO BIDDERS:**

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

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

- i. Online EMD / Scanned Copy of EMD Instrument (Demand draft/Bankers Cheque/Bank Guarantee (if applicable)/ on date valid EMD Exemption document.
- ii. Bid\_Documents XLS file containing sheets as under, duly filled as applicable and digitally signed as bidder's acceptance and confirmation:
  - a. Sheet 1 "Decl. & Accept.-on-Tender-T&C" - **PROFORMA FOR DECLARATION ON ACCEPTANCE OF TENDER SCOPE, SPECIFICATIONS, TERMS & CONDITIONS.**
  - b. Sheet 2(a) "ATC(Ind)"/2(b) "ATC(Imp)"- **AGREED TERMS AND CONDITIONS (INDIGENOUS)/ (IMPORT)**
  - c. Sheet 3(a) "Deviations Technical"/ 3(b) "Deviations Commercial"- **PROFORMA FOR DEVIATIONS LIST: TECHNICAL & COMMERCIAL**
  - d. Sheet 4 "PQC Doc- details"- **PROFORMA FOR PQC DOCUMENTS DETAILS, if applicable as per Tender.**
  - e. Sheet 5 "Un priced-BOQ" - **UNPRICED SCHEDULE FORMAT.**
- iii. Documents towards fulfillment of Pre-Qualification Criteria of the Tender (**If applicable as per Tender**) as per details submitted in Sheet 4 "PQC Doc- details"- **PROFORMA FOR PQC DOCUMENTS DETAILS, Bank details as per format given in additional documents (if applicable).**  
**IN CASE THESE DOCUMENTS ARE NOT APPLICABLE, PLEASE UPLOAD A PDF FILE, ONLY INDICATING "NOT APPLICABLE"**
- iv. Enquiry cum Offer containing **SCOPE OF SUPPLY CUM TECHNICAL SPECIFICATION DOCUMENTS** digitally signed as bidder's acceptance and confirmation.



- v. Following Undertaking/Declaration documents to be submitted duly signed & stamped by authorized signatory of bidder:
- a. ACCEPTANCE OF TENDER TERMS & CONDITIONS**
  - b. HOLIDAY LISTING DECLARATION**
  - c. RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**
  - d. INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC)**
  - e. UNDERTAKING FOR LOCAL CONTENT**
  - f. MULTIPLE BID DECLARATION**
- vi. Any other documents **IF** specifically asked to be uploaded in the relevant packet/ Integrity Pact (IP) Agreement duly filled, signed & stamped/ Declaration Form & Undertaking for availing Purchase Preference-Local Content 2020 (PP-LC)" /Documents required for availing DMEP benefits (if applicable)/Documents required for availing Startup benefits (if applicable)/Documents required for availing DMIS benefits (if applicable)/ Documents required for availing MSE benefits.
- IN CASE THESE DOCUMENTS ARE NOT APPLICABLE, PLEASE UPLOAD A PDF FILE, ONLY INDICATING "NOT APPLICABLE"**

**ALL THE DOCUMENTS IN POINT NO. (i), (ii), (iv), v) & vi) are to be uploaded in the .rar file. Documents in point no. iii) to be uploaded in .rar file under PQC DOCUMENTS.**

**COVER-2: PRICED BID should contain:**

Prescribed Price Schedule (BOQ) with Prices. The priced BOQ should be uploaded strictly as per format available with the tender in the website failing which the offer is liable for rejection. **"The Prices should be quoted in 'Price BOQ' only and should not be quoted in any other document"**

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

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

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

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

**b) EMD amount more than Rs. 1 Lakh:** EMD can be submitted through online payment at IOCL e-tender portal along with the offer or through Bank Guarantee (BG). Validity of BG in lieu of EMD shall be 3 months beyond bid validity. Bank Guarantee must be strictly as per IOCL format as per Annexure-A of IOCL GPC. Scanned Copy of EMD instrument i.e. Bank Guarantee has to be uploaded in the un-priced bid and the bidder should also ensure that the above mentioned Original BG in physical form duly enclosed in a sealed envelope super-scribed with "Offline EMD", Bidder's Name, Tender

No., Bid Submission End Date & Item, is received at the Office of Tender issuing authority as per following schedule:

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

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

**Note:**

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

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

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

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

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

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

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

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

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

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

**Note:**

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

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

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

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

IOCL Bank details for Swift Transfers by Foreign bidders for EMD is as under Bank Name: HDFC BANK LTD  
Account Number: 10940350000010  
Bank IFSC Code: HDFC0001094  
SWIFT: HDFCINBB  
Branch Name: IOCL Panipat Refinery

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

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

Bank Name: STATE BANK OF INDIA  
Account Number: 00000010813605410  
Bank IFSC Code: SBIN0017313  
Branch Name: CAG-II NEW DELHI

**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.**

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 confirmed/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).

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.

**3.4** Offer shall be submitted ONLY through online mode on above given IOCL e-tendering website as per the “Critical Dates” mentioned in the Tender details at IOCL e-tender portal. The UNPRICED BIDS shall be opened on or after the date and time indicated in “Critical dates”. IOCL reserves the right to extend the Tender due date before bid opening. The PRICED BIDS of the Techno-Commercially acceptable bidders shall be scheduled for opening, at IOCL e-tender portal on a suitable date, and shall be opened online on or after this scheduled date at IOCL e-tender portal.

**3.5** Bids in physical form sent through fax / email / courier / post will not be acceptable.

**3.6** Bids will be accepted only through the IOCL e-tender portal. Online bids to be submitted well in advance to avoid any last minutes hurdles or inconvenience. Please note that that tender issuing authority is not responsible for the delay / non-downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.

**3.7** IOCL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any clarification/confirmation/additional information.

**3.8** In case of involvement of foreign vendors, tenders can be submitted either by the vendor directly or by their Indian agent on behalf of them, but not both. The Indian agent should represent only one vendor and he is not allowed to quote on behalf of another vendor for subsequent or parallel tender for the same job.

**3.9** Demand draft/banker's pay order/banker's cheque for EMD (if & as applicable) should be in “**New CTS-2010 compliant format**” in favor of **Accounts Officer, IOCL, Panipat Refinery payable at Panipat**.

**3.10 Release of EMD :**

- a. EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after approval of Price Bid Opening.
- b. 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.
- c. EMD of the successful bidder shall be released after receipt of an acceptable PBG (if PBG is applicable), other-wise after ordering on receipt of Purchase Order acceptance.

**3.11 EMD exempted categories:**

- a. Micro & Small Enterprises (MSEs) registered with agencies/ bodies as per Public Procurement Policy for Micro & Small Enterprises (MSEs) Amendment Order, 2021 issued by Ministry of Micro, Small and Medium Enterprises, Govt. of India, irrespective of the items for which they are registered with the said agencies / bodies.
- b. Government organization & Public Sector Undertaking of the Central / State Government
- c. JV companies of IOCL
- d. Startups (recognized by DIPP) are exempted from paying EMD on submission of valid "Certificate of Recognition" issued by DIPP (Department of Industrial Promotion & Policy).

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

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

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

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

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

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

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

**3.19 Bidder to note that L1 evaluation in e-tendering portal is indicative only; Final**

L1/L2 shall be decided after financial evaluation of bids.

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

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

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

| <b>Stage</b>                   | <b>Price Increase</b>  | <b>Price Decrease</b>  |
|--------------------------------|--|--|
| 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:<br>1. Tender evaluation shall be done without considering suo moto price decrease.<br>2. Ordering shall be done considering suo moto price decrease. |

**3.23** On account of exigencies, in case bids have to be revalidated before Price Bid Opening beyond the originally sought validity, the same may be allowed with or without change in prices. However, IOCL reserves the right to cancel such tender and refloat the same.

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

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

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

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

**3.28** 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

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



- a) The Tender is accepted and the vendor fails to furnish Performance Bank Guarantee (if applicable) or to execute the contracts within the stipulated period.
  - b) In case the bidder alters/modifies/withdraws the bid suo-moto after opening the bids (un-priced bids in case of 2 bid tender) and within the validity period. In such a case, the tender submitted by the bidder shall be liable for rejection.
  - c) Tampering of e-documents.
- 3.30** Bidders should declare if the offered product is based on IOCL (R&D) formulation, and if yes, whether the agreement for royalty payment with IOCL is valid. The vendor should also enclose an undertaking for the applicable royalty rate payable to IOCL (R&D), while submitting the offer. IOCL shall cross check the applicable royalty from R&D centre, while evaluating the bids. Incentive will be considered while evaluating the bids by applying negative loading to the rates quoted by manufacturers using IOCL (R&D formulations, to the extent of royalty inflow to IOCL (R&D, after adjustment of taxes and surcharges, if any.
- 3.31** Supplemental letters for revision in prices received from bidders shall be considered only in those cases where the revision in the price is asked for by IOCL based on changes in specification/scope of work/commercial terms and conditions.
- 3.32** Any legal dispute shall be within the jurisdiction of local court of the Purchasing Office / Authority.
- 3.33** ALL CORRESPONDENCE SHALL BE IN ENGLISH LANGUAGE ONLY.
- 3.34** It shall be the responsibility of the tenderers to fill complete, correct and accurate information in line with the requirements / stipulations of the tender documents, regarding their past experience and other information required to facilitate due evaluation / consideration of their tenders.
- If any information given by the bidder / tenderer is found to be incorrect in any particular, considered by the OWNER to be relevant for the evaluation of the bid / tender, or is found by the OWNER to misrepresent the facts, or if any of the documents submitted by the tenderer / bidder in support of or relevant to the bid /tender is found by the OWNER to be forged, false or fabricated, the owner may reject the bid, and without prejudice to any other right(s) of action or remedy available to the owner, the owner may forfeit the Earnest Money given by the bidder in the form of Earnest Money deposit or bank guarantee in lieu of Earnest Money Deposit in order to compensate the OWNER for the expenses incurred by it in considering the bid (and not by way of penalty) and take action for putting the bidder / tenderer on holiday list for such period as the OWNER in this behalf considers warranted and / or to remove the bidder / tenderer from the approved list of vendors.
- 3.35** Refinery/Naphtha Cracker being sensitive establishment from fire and safety point of view therefore vehicle shall be allowed in battery area only equipped with fire extinguisher and spark arrestor. The personal entering Refinery/Naphtha Cracker area shall be equipped with PPEs.
- 3.36** Truck / Tanker should report at IOCL gate by 8.30 am (excluding Sundays or holidays) in order to facilitate unloading at the earliest and release of trucks.
- 3.37** Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to IOCL site.

**3.38** The bidder entity should ensure that only one bid is submitted by them directly or by their Agents\* on behalf of the bidder entity or as a Consortium Partner (if applicable in tender). In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.

\* Agents for the above purposes would be one who agrees and is authorized to act on behalf of another, a Principal, to legally bind an individual in particular business transactions with third parties pursuant to an agency relationship.

Submission of bids by different offices / branches of the bidder entity will be considered as bids from the same bidder entity and will be liable for rejection.

**3.39 Single Tender Only Permitted**

(1) Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) may, however, appear in different offers submitted by different tenderers.

(2) (i) A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format 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 Indian 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.

(3) **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.**

(4) 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.

**3.40** Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. so that the same can be verified at the entry gate while allowing entry by CISF. This is required for enhancing security measures for incoming material.

**3.41** Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at IOCL site. This shall enable CISF at IOCL site to allow them smoothly inside Refinery/ Naphtha Cracker due to security reasons and avoiding any hassles at IOCL Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. are not allowed in Refinery/Naphtha Cracker.



**3.42 Clause for GST in supplies of Goods Contract**

- (1) The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to IOCL, and pass on the benefits, if any, after availing input tax credit, in calculating the revised price for settlement due to impact of GST.
- (2) Any invoice issue on introduction of GST Law shall contain the following particulars-
  - (a) Name, address and GSTIN of the supplier;
  - (b) A consecutive serial number of the invoice;
  - (c) Date of issue;
  - (d) Name, address and GSTIN or UIN, if registered of the recipient;
  - (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
  - (f) HSN code of goods or Accounting Code of services;
  - (g) Description of goods or services;
  - (h) Quantity in case of goods and unit or Unique Quantity Code thereof;
  - (i) Total value of supply of goods or services or both;
  - (j) Taxable value of supply of goods or services or both taking into discount or abatement if any;
  - (k) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - (l) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - (m) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
  - (n) Address of the delivery where the same is different from the place of supply;
  - (o) Whether the tax is payable under Reverse Charge basis and
  - (p) Signature or digital signature of the supplier or his authorised representative.

- (3) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- (a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- (b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- (c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

- (4) In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the following particulars-

- (a) Name, address and GSTIN of the supplier;
- (b) Serial number of the voucher;
- (c) Date of its issue;
- (d) Name, address and GSTIN or UIN if registered of the recipient;
- (e) Description of goods;
- (f) Amount of advance taken;
- (g) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (h) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (i) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- (j) Whether the tax is payable under Reverse Charge basis and
- (k) Signature or digital signature of the supplier or his authorised representative.

**3.43 Integrity Agreement (IP) related clause (Applicable only for tenders where IP agreement is required by IOCL as mentioned in the Tender document):** Submission of duly signed IP, along with tender, is a mandatory prerequisite for Bids to be eligible for further evaluation. The signed IP should be complete in all respect and is required to be uploaded in the e-

tender portal along with the Bid. Bid not having the duly signed & stamped IP attached with it will be rejected. Partial submission of IP document will also not be considered.

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

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

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

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

**3.45 The Successful Bidder (i.e. L-1 Bidder) of this Tender is mandatorily required to be registered on GeM portal and must have obtained unique GeM Seller ID from GeM prior to issuance of PO/WO. (This clause is exempted for Global Tender Enquiry).**

### **3.46 XTRAPOWER fleet card program**

The XTRAPOWER Fleet Card program is a complete smart card-based fleet management solution for fleet operators and corporate for cashless purchase of fuels & Lubricants from designated retail outlets (petrol pumps) of Indian Oil through flexible prepaid and credit facilities. The fleet card also offers exciting rewards along with benefits like personal accident insurance cover and vehicle tracking facilities. Any business entity owning or operating a vehicle fleet can become a member of the XTRAPOWER fleet card program. Each fleet owner is issued a Fleet Control Card and vehicle- specific Fleet Cards for every vehicle enrolled under the program. For enhanced security, the fleet card transactions are authorized through a unique Personal Identification Number (PIN). Moreover, the card can help track each vehicle's movement across remote corners of the country, leading to improvement in vehicle utilization and route compliance. XTRAPOWER is also backed by Indian oil's vast infrastructure network and web- based support services.

For detailed terms and conditions, you may visit our website <https://www.iocxtrapower.com/>. You can also call our XTRAPOWER Customer Service Toll Free Helpline (24\*7) at 18002001214 or 02236366066 or may write to us at [cutserv@iocxtrapower.com](mailto:cutserv@iocxtrapower.com). For any further queries kindly visit the FAQ section on our site <https://www.iocxtrapower.com/>.

**3.47** Any ground for which, in the opinion of Indian Oil Corporation Limited (IOCL) makes it undesirable to deal with the party, administrative actions may be taken by IOCL as deemed fit as per IOCL guidelines.

**ONLY FOR GLOBAL TENDERS**

**Panipat Refinery and Petrochemical Complex**



To,

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

**Dear Sir**

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

Yours faithfully,

For and on behalf of Indian Oil Corporation Limited

DEPUTY GENERAL MANAGER (MATERIALS)

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES  
A LAND BORDER WITH INDIA**

- I. 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** *(Please refer Annex: Competent Authority and Procedure for Registration)*.

**Validity of Registration:** In respect of tenders, registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

- IV. The *beneficial owner* for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors

or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or Entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. [Applicable for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

For more details, please refer to the Order nos. F. No. 6/18/2019-PPD dated 23.07.2020 **“Public Procurement No. 1 (Title - Insertion of Rule 144 xi in the General Financial Rules 2017) & Public Procurement No. 2 (Title - Exclusion from restriction under Rule 144 xi of the General Financial Rules 2017)”** as published on website of Department of Expenditure, Ministry of Finance. The orders can also be accessed from the link given below:

<https://doe.gov.in/procurement-policy-divisions>

***With reference to the above, Bidder is requested to submit an undertaking as per the format attached as Undertaking for ‘RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA’***

**RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES  
A LAND BORDER WITH INDIA**

**UNDERTAKING**

1. I have read the clauses of Order no. F. No. 6/18/2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]
2. I further undertake that if above undertaking / certificate given by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with Law.

SIGNED FOR AND ON BEHALF OF BIDDER (S)

Name of Bidder (s)

Date:

Place:

Seal & Signature of Bidder

**NOTE: This declaration should be signed by the Bidder's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.**

### **Annex: Competent Authority and Procedure for Registration**

- A. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.
- B. The Registration Committee shall have the following members\*:
- i. An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman;
  - ii. Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those Departments whose sectors are covered by applications under consideration;
  - iii. Any other officer whose presence is deemed necessary by the Chairman of the Committee.
- C. DPIIT shall lay down the method of application, format etc. for such bidders as stated in para 1 of this Order.
- D. On receipt of an application seeking registration from a bidder from a country covered by para 1 of this Order, the Competent Authority shall first seek political and security clearances from the Ministry of External Affairs and Ministry of Home Affairs, as per guidelines issued from time to time. Registration shall not be given unless political and security clearance have both been received.
- E. The Ministry of External Affairs and Ministry of Home Affairs may issue guidelines for internal use regarding the procedure for scrutiny of such applications by them.
- F. The decision of the Competent Authority, to register such bidder may be for all kinds of tenders or for a specified type(s) of goods or services, and may be for a specified or unspecified duration of time, as deemed fit. The decision of the Competent Authority shall be final.
- G. Registration shall not be granted unless the representatives of the Ministries of Home Affairs and External Affairs on the Committee concur\*
- H. Registration granted by the Competent Authority of the Government of India shall be valid not only for procurement by Central Government and its agencies/ public enterprises etc. but **also for procurement by State Governments and their agencies/ public enterprises etc. No fresh registration at the State level shall be required.**
- I. The Competent Authority is empowered to cancel the registration already granted if it determines that there is sufficient cause. Such cancellation by itself, however, will not affect the execution of contracts already awarded. Pending cancellation, it may also suspend the registration of a bidder, and the bidder shall not be eligible to bid in any further tenders during the period of suspension.

- J. For national security reasons, the Competent Authority shall not be required to give reasons for rejection / cancellation of registration of a bidder.
- K. In transitional cases falling under para 3 of this Order, where it is felt that it will not be practicable to exclude bidders from a country which shares a land border with India, a reference seeking permission to consider such bidders shall be made by the procuring entity to the Competent Authority, giving full information and detailed reasons. The Competent Authority shall decide whether such bidders may be considered, and if so shall follow the procedure laid down in the above paras.
- L. Periodic reports on the acceptance/ refusal of registration during the preceding period may be required to be sent to the Cabinet Secretariat. Details will be issued separately in due course by DPIIT.

[\*Note:

- i. In respect of application of this Order to procurement by/ under State Governments, all functions assigned to DPIIT shall be carried out by the State Government concerned through a specific department or authority designated by it. The composition of the Registration Committee shall be as decided by the State Government and paragraph G above shall not apply. However, the requirement of **political and security clearance as per para D shall remain and no registration shall be granted without such clearance.**
- ii. Registration granted by State Governments shall be valid only for procurement by the State Government and its agencies/ public enterprises etc. and shall not be valid for procurement in other states or by the Government of India and their agencies/ public enterprises etc.]



**VENDOR GRIEVANCE REDRESSAL SYSTEM**

Vendors and Contractors (hereinafter referred to as “Vendors”) are requested to lodge their grievances related to our tenders or Purchase Orders / Work Orders on our **Vendor Grievance Redressal Portal**. The portal can be accessed through URL <https://www.ioclvg.in>. The website is compatible with IE Explore 9 (and above), Chrome, Mozilla, Edge, Safari. The Portal also provides links to IOCL Corporate Website, Bill Tracking System, IOCL e-tenders portal, CPPP and Vendor Chatbot.

The specific objectives of establishing the portal are:

- a) To provide clear and transparent framework to deal with grievances raised by Vendors in relation to tendering activities or procurement of goods and services.
- b) To provide reasonable opportunity to the affected Vendor to express grievances and have them redressed in a fair, equitable and prompt manner.

In order to lodge a grievance, following actions have to be performed by the Vendor:

1. Vendor has to register on Grievance Portal using their Mobile Number.
  - a) Mobile Number will be verified by unique OTP.
  - b) Vendor will have to provide Company Name / Email / IOCL SAP Vendor Code – wherever available / Login Password etc during the registration process.
2. After successful registration, Vendor can login with his / her registered mobile number and OTP / Login Password.
3. After logging in, Vendor can lodge Grievance thru “Lodge Grievances tab”.
4. The Vendor will have to select the specific IOCL Location pertaining to the grievance. After this the Vendor will have to select “Materials” or “Contracts” as the case may be.

The Vendor will receive an email, on successful registration of grievance, along with Grievance Registration Number with the maximum date for redressal of the grievance. In case the Vendor is not satisfied with the response to the grievance (s)he will have an option to raise a second grievance.

If the Vendor is satisfied with the response, s(he) will close the same in the portal, else the system will automatically close the grievance within a defined time frame. In case the vendor is not satisfied with the reply, they will have one more option to raise a 2<sup>nd</sup> level grievance.

**REVERSE AUCTION (If Applicable)**

Bidders are informed that Reverse Auction will be conducted for finalizing the Tender.

**Qualifying Criteria for Reverse Auction:**

- a) In case of tenders without preferential bidding:  
If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.
- b) In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:
  - I. H1 bidder will be rejected if he is a non-preferential bidder;
  - II. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.
- c) In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.
- d) In case of multi-lot auction, itemwise H1 bidder will be disqualified as per the provision mentioned above.
- e) An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.

The lowest price as well as bidder's latest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria of BOQ / Tender Terms & conditions. Accordingly the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.

The lowest quote after end of Reverse Auction shall be considered for further processing.

For the purpose of extending MSE or any other preference /benefit as per guidelines, the latest quote of respective MSE or any other preferential bidder(s) during the tender-cum-auction process shall be considered.

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

IOCL reserves the right to cancel reverse auction and finalize the tender on the basis of prices quoted in BoQ.

IOCL reserves the right to issue corrigendum on auction detail, Extend, Suspend, Resume, Reopen and cancel the auction and any other corrigendum.

E-tender portal may Auto Extend the auction End Time.

For details on submission of auction price, bidders may refer document 'Submission\_for\_Reverse\_Auction.pdf' available on IOCL E-tender portal (<https://iocletenders.nic.in/nicgep/app;jsessionid=28B962313445A1CA6A4B8C9303AE8770.geps1?page=BiddersManualKit&service=page>) under Bidders Manual Kit.

***The evaluation criteria will be as under for this tender in case of applicability of Reverse Auction (as per tender):***

**INSTRUCTIONS FOR PREFERENTIAL BIDDERS AS PER ABOVE GOVT. OF INDIA POLICIES: (Wherever preferential bidding is applicable)**

- This tender allows bidders to avail preferential treatment. If you are a preferential bidder, update the necessary details in your profile in My Account Menu. Otherwise you will not be considered for preferential benefits.
- Bidders participating in the tender must submit requisite documents to support their claim to benefits under any of the preference categories mentioned in the tender.
- During bid submission, system will prompt the bidder to update the preferential status and category in his profile and claim preferential benefits (if applicable) as per the tender conditions along with the supporting documents.

My Tenders → 2019\_COIS\_106258\_1 → Transaction Message

Organisation Chain :  
Tender Reference Number :  
Tender ID :  
Tender Title :

| Bid Process List |             |        |
|------------------|-------------|--------|
| S.No             | Bid Process | Action |
| 1                | ITE Details | ✓      |
| 2                | Profile     | ✓      |

Message from webpage

ⓘ This tender allow bidders to avail preferential treatment.If you are a preferential bidder, update the necessary details in your profile in My Accounts Menu. Otherwise you will not be considered for preferential benefits.

OK Cancel

Encrypt&Upload

- Bidder can update the preferential category details from Edit Profile option under My Accounts menu.

Corporate Users → Edit

Login ID: cbtc2@cbtc.com  
User Type: Corporate/Bidder

Company Details

Company Name \* 2, CBTC Groups of Industries

Preferential Bidder: ☒ Yes

Preference Category \* **Select-**  
MSME  
Purchase Pref. linked with Local Content (PP-LC)  
Domestically Manf. Electronic Products (DMEP)

If you have selected MSME or Startup Company i Accounts--> Privileges menu and complete regis on under My

Registration Number \* CBTC

Registered Address \* CBTC



- For each tender, where bidder wants to avail preferential benefit, he will have to claim preference and upload supporting document in the portal.

**PREFERENTIAL BIDDER DETAIL**

Organization Chain :  
Tender Reference Number :  
Tender ID :  
Tender Title :  
Preference Category : MSME

Avail Preferential Bidder Option: ☒ Yes ☐ No

Only pdf files are permitted to upload.

**Upload Preference Document \***   

**Back** **Save**

- IOCL shall evaluate preferential claim of bidder vis-à-vis their claimed preferential category. Only those bidders, whose preferential claim shall be accepted, shall be treated as preferential bidders by the system. Remaining bidders will be treated as non-preferential bidders.

The Applicability of Government of India Policies is as below:

- Relaxation w.r.t Pre Qualification Criteria for Start Ups and MSEs - ~~Applicable {Non Critical}~~/Not Applicable
- Purchase Preference (linked with Local Content) 2020 (PP-LC) - ~~Applicable {Applicable for > 1Cr}~~/Not Applicable
- Domestically Manufactured Electronic Products (DMEP)- ~~Applicable {only for the stated Electronic Products}~~/Not Applicable
- Domestically Manufactured Iron & Steel Products- ~~Applicable { Estimate Value of specified Iron & Steel Products >= INR 50 Crores }~~/Not Applicable

**MISCELLANEOUS POLICIES**

- **TENDER CONDITIONS FOR BENEFITS/PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSEs)**
- **OPPORTUNITY TO STARTUP'S AND MICRO & SMALL ENTERPRISES (MSE'S)**
- **PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) 2020 (PP-LC)**
- **DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)**
- **DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS (DMIS)**

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

- I. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India and Gazette Notification no. 2119(E) dated 26.06.2020 in supersession of Gazette Notification no. 1702(E) dated 01.06.2020 , Micro and Small Enterprises (MSE's) must have Udyam Registration Certificate ( <https://udyamregistration.gov.in>) permitted by GOI w.e.f., 01.04.2021, to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012
- II. MSEs participating in the tender must submit the Udyam Registration Certificate. Policy is meant for procurements of only goods produced and services rendered by MSEs. Stockist/Traders are excluded from the purview of public procurement policy
- III. The Udyam Registration Certificate must be valid as on original close date of the tender.
- IV. The MSEs who do not have the Udyam Registration Certificate as on original close date of the tender, are not eligible for exemption / preference.
- V. The MSEs registered with Udyam are exempted from payment of Earnest Money Deposit (EMD).
- VI. Purchase Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, **25% (twenty five percent)** of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies. 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 **25% percent** of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

| 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% | <b>25%</b> 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. 7. Out of the 25% (twenty five percent) target of annual procurement from micro and small enterprises, 4% (four percent) shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs and 3% (three percent) for MSEs owned by women entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% (four percent) and 3% (three percent) sub-targets 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 or women.

MSE owned by SC/ST is defined as:

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

MSE owned by Women is defined as:

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

IX. Following vendors shall not get MSE related benefits:

- a. MSEs registered as a Service Enterprise participating in a tender for supply of goods.
- b. MSEs registered as Manufacturing Enterprise but participating in a tender for rendering services.
- c. The preference to MSEs is not applicable for works contracts where supply of goods not produced by the MSEs is also involved.

X. **MSEs must register with UDYAM (MSME).** A copy of UDYAM Registration copy may be submitted along with the offer.

XI. Declaration of (UDYAM) UDYAM number by MSE bidders is recommended to be a part of Bidder's Offer and also in e-Tender portal through the following methodology:

Existing bidders can also update their MSME details including their UDYAM Registraton Number. To update the same in their account of IOCL E Tender Portal, they need to **login into the portal -> Go to My Account -> Click on Edit profile ->** there they can update their MSME details.

NOTE:

1. In case where tender quantity can be split and MSE vendor is already getting order for more than 25% of the tender value, no additional purchase preference is required to be given in that tender.
2. In case MSE vendor is already getting order for less than 25% 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 25% to MSE vendor.
3. Public Procurement policy is meant for procurement of goods produced and services rendered by Micro and Small Enterprises. The preference to MSEs is not applicable for works contracts where supply of goods not produced by the MSEs is also involved.
4. The eligibility of MSE bidders for any other benefits / relaxations for MSE bidders indicated in Tender documents shall be as indicated in above "Tender Conditions for Benefits / Preference for Micro & Small Enterprises (MSEs)".

## **OPPORTUNITY TO STARTUP'S AND MICRO & SMALL ENTERPRISES (MSE'S)**

*In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification) / MSE is interested in supplying the tendered item but does not meet the Pre Qualification Criteria (PQC) / Proven Track Record (PTR) indicated in the tender document, the Startup / MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:*

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

*The proposal shall be examined by IOCL and IOCL may consider inviting a detailed offer from the Startup / MSE with the intent to place a trial or test order provided the Startup / MSE meets the quality and Technical Specification.*

*In case the Startup / MSE is successful in the trial order, he shall be considered for PQC exemption / relaxation (as the case may be) for the next tender for such item till the time he remains a Startup / MSE.*

Criteria of prior experience & Turnover will be relaxed by 15% for MSEs & waived for Start Ups subject to meeting the quality and technical specification of the tendered items and where tendered items / services are not critical in nature. The Startup bidder shall be required to submit an undertaking along with the bid stating that they will comply with all quality requirements and technical specifications of the tender during execution.

In order to avail Startup benefits, bidder shall be recognized as a Startup as on the Original Bid Opening Date stated in the e-tender portal.

**PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) 2020 (PP-LC)**

**1 Preamble**

1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and

1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and

1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.

1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;

1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;

1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

**2 Definitions**

2.1 **Oil and Gas Business Activity** shall comprise of Upstream, Midstream and Downstream business activities.

2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.

2.3 **Local Content** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.

2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

**‘Class-I local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under this Policy.

**‘Class-II local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than or equal to 20% but less than 50%, as defined under this Policy.

**‘Non-local supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than 20%, as defined under this Policy.

**2.6 Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.

**2.7 Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

**2.8 Purchase preference:** Where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.

**2.9 Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

**2.10 Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.

**2.11 Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.

**2.12 Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.

**2.13 Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.

**2.14 Indian Company** means a company formed and registered under the Companies Act, 2013.

**2.15 Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.

### **3. Scope**

**3.1** The regulation shall be intended to:

**3.1.1** Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;

**3.1.2** Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

3.4 The policy is not applicable for HP-HT operations for the time being. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

3.5 The prescribed local content in the Policy shall be applicable on the date of Notice inviting Tender.

#### **4. Procurement**

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 In respect of Global Tender Enquiry (GTE) the guidelines as issued by Government of India from time to time shall be applicable on the procuring entities.

**4.3 Margin of Purchase preference:** The margin of purchase preference shall be 20%.

4.4 (a) In respect of all goods, services or works in respect of which the Nodal Ministry/ Department under DPIIT's Public Procurement (Preference to Make in India) Order, 2017 has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.

4.4 (b) For all other local tenders, Class-I local supplier and Class-II local supplier shall be eligible to bid irrespective of purchase value, but preference to be given as per PP-LC to the Class-I local supplier.

4.4 (c) Only Class-I local supplier and Class-II local supplier, as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, Non-local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.

4.4 (d) Class-II local supplier will not get purchase preference in any procurement, undertaken by procuring entities.

4.5 In National Competitive Bid procurements of all items not covered by para 4.4 (a) and where the estimated value to be procured i.e. total value of enquiry/ tender, is less than Rs. 1 Crore shall be exempt from this Policy. In case of International Competitive Bids, the policy shall be applicable irrespective of the tender estimate. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Policy.

4.6 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

4.7 If the Ministry is satisfied that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and/or other items relating to the Ministry.

4.8 For the purpose of para 4.7 above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or (ii) a majority of its shareholding or effective control of the entity is exercised from that country, or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

## **5. Purchase Preference- Linked with Local Content (LC)**

5.1 In procurement of all items not covered by para 4.4 (a), the following provisions may be considered for LC linked Purchase Preference:

5.1.1 The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) Class I Local supplier may be granted a purchase preference where the quoted price is within the margin of purchase preference of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) Class I Local supplier concerned, at the lowest valid price bid.

**5.1.3 Goods:** The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1.

5.1.3.1 However, if L1 bidder happens to be a Class I Local supplier, the entire procurement value shall be awarded to such bidder;

5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible Class I Local supplier for quantity not less than 50%, as may be divisible.

5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contract can be awarded to the eligible Class I Local supplier for the entire quantity.

**5.1.4 Services/ EPC Contracts:** The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified Class I Local supplier, subject to matching with L1, if such bidders are available. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.



5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within the margin of purchase preference would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy is at **Enclosure-I**.

## **6. Determination of LC**

### **6.1 LC of goods**

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) In the case of direct component (material), based on country of origin;
- b) In the case of manpower, based on INR component.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

### **6.2 LC of service**

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) Cost of component (material) which is used;
- b) Manpower and consultant cost; cost of working equipment/ facility; and
- c) General Service cost.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

### **6.3 LC of the EPC Contracts:**

6.3.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.3.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of

goods and services shall be counted in every activity of the combination work of goods and services.

6.3.3 The spent cost as mentioned in paragraph 6.3.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

#### **6.4 Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

#### **7 Certification and Verification**

7.1 Class I/Class II Local suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they want to avail PP-LC benefit, it will still be mandatory for them to give adequate documentation as follows to establish their status as class-I or class-II local supplier:

##### **7.1.2 At bidding stage:**

a) Price Break-up:

- The bidder shall provide the percentage of local content in the bid.

b)

- The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

##### **7.1.3 After Contract Award:**

- The bidder shall submit an undertaking from the authorized signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor



or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

- However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of the bidder, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.

7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

7.5 The procuring company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

## **8 Governance and Supervision**

8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.

8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

## **9 Sanctions**

9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the

procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. **Powers to grant exemption and to reduce minimum local content:**

Wherever proper justification exists, Ministry of Petroleum and Natural Gas may by written order, for reasons to be recorded in writing,

- a) Reduce the minimum local content below the prescribed level; or
- b) Reduce the margin of purchase preference below 20%; or
- c) Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

12. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

**PROCEDURE FOR AWARD OF CONTRACTS**

**Procedure for award of contracts under this policy shall be as follows:**

1.1. In procurement of all items which are divisible in nature, the 'Class I local supplier' shall get purchase preference over 'Class II local supplier' as well as 'Non Local Supplier' as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, lowest bidder among the 'Class I Local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

1.2. In the procurement of all items which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
- ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
- iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**Note: The above mentioned Policy details can also be accessed from the following link:**  
<http://petroleum.nic.in/sites/default/files/PPLC.pdf>

**RESOLUTION OF CONFLICT BETWEEN BIDDERS OPTING FOR PP-LC 2020 AND  
PPP-2012 PREFERENCE**

In case a bidder opts for purchase preference based on PP-LC 2020, the bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders as applicable for MSE bidders under PPP-2012.

In case a bidder opts for purchase preference based on PP-LC, the bidder shall not be entitled to claim purchase preference benefit available to MSE Bidders as applicable for MSE bidders under PPP-2012.

While evaluating a particular bid, bidder's option (to avail any one out of two applicable purchase preference policies, i.e., PP-LC-2017 or PPP-2012) will be considered, for price matching opportunities and distribution of quantities among bidders, the precedence shall be in the following order:-

- i. PPP-2012
- ii. PP-LC 2020

**Scenarios**

- iii. Scenarios -1 to 3 are applicable for all Global tenders, Domestic tenders (Rs. 1 Crore and above) and excluding tenders for items covered in Cl 4.4 a of the policy. Here PP-LC means Class-I Local Supplier as per PP-LC 2020 policy

**Scenario – 1**

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 20%)

L3 bidder is MSE (within 15%)

- (1) Non divisible item

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

- (2) Divisible item

If MSE and PP-LC bidders match the L1 price, 25% and 50% of the tendered quantity shall be ordered respectively on the MSE and PP-LC bidders and balance 25% of the tendered quantity shall be awarded to original L1 bidder.

**Scenario - 2**

L1 bidder is PP-LC

L2 bidder is MSE (within 15%)

- (1) Non divisible item

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him, otherwise the order shall be placed on PP-LC bidder.

- (2) Divisible item

If MSE matches the L1 price, 25% and 75% of the tendered quantity shall be ordered respectively on the MSE and PP-LC bidders.

**Scenario - 3**

If L1 bidder is MSE, the entire order shall be awarded to him.

Scenario -4 to scenario 5 are applicable for tenders floated for items covered under clause 4.4 a of the policy

**Scenario – 4**

L1 bidder is MSE

Entire order shall be placed on MSE bidder

**Scenario – 5**

L1 bidder is PP-LC bidder

L2 bidder is MSE (within 15%)

i. Non divisible item

Entire order shall be awarded to MSE bidder subject to price matching.

ii. Divisible item

25% of the tendered quantity shall be awarded to MSE bidder subject to price matching. Balance quantity shall be awarded to L1 bidder.

## **UNDERTAKING FOR LOCAL CONTENT**

Tender No. \_\_\_\_\_

1. I \_\_\_\_\_ (*Name*) am \_\_\_\_\_ (*Designation*) and authorized signatory of Bidder having the power of Attorney to furnish this undertaking on behalf of M/s. \_\_\_\_\_ (*Bidder*).

**2. I hereby confirm that the offer submitted in the tender meets the mandatory minimum LC requirement as per PP-LC Policy 2020 (FP-20013/2/2017-FP-PNG dtd. 17.11.2020) as mentioned Item wise in the unpriced BOQ.**

3. The Company is fully aware of the provisions of Purchase Preference (Linked With Local Content) 2020 (PP-LC) Policy, enclosed in the above bidding document.

4. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

FOR AND ON BEHALF OF BIDDER

Date:

Name of Bidder

Place:

Seal & Signature of Bidder

**DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)**

DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP) NOTIFIED BY GOVT. OF INDIA ARE ELIGIBLE FOR PREFERENCE IN PROCUREMENT AS PER PREVAILING DIRECTIVES OF GOVERNMENT OF INDIA

Public Procurement policy ( Local content) Electronic Products:

**Domestically manufactured electronic products (DMEP) notified by Govt. of India Ministry of Electronics and Information Technology, are eligible for preference in procurement as per Notification No. 33(1)/2017-IPHW dated 14.09.2017**

***Following Electronic Products are notified under the Public Procurement (Preference to Make in India) Order 2017:***

- i. Desktop Personal Computers (PCs)
  - ii. Laptop Personal Computers (PCs)
  - iii. Tablet Personal Computers (PCs)
  - iv. Dot Matrix Printers
  - v. Smart Cards
  - vi. LED Products
  - vii. Biometric Access Control/Authentication Devices
  - viii. Biometric Finger Print Sensors
  - ix. Biometric Iris Sensors
  - x. Servers
1. **The Percentage of domestic value addition in terms of Bill of Material (BOM) required for the (*tendered DMEP item*) to qualify as domestically manufactured electronic products (DMEP) is (*as mentioned in notification for the tendered DMEP item*) %.**
2. **The local supplier at the time of bidding shall provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.**
3. **In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practising cost accountant or practising chartered accountant (in respect of suppliers other than companies) giving the percentage of the local content.**
4. **All other terms & conditions including preference for procurement for DMEP item, criteria for BOM of the DMEP item to be classified as Domestic, procedure for calculating local content/domestic value addition, verification of local content/domestic value addition etc. shall be as per Notification No. 33(1)/2017-IPHW dated 14.09.2017 of Ministry of Electronics and Information Technology.**

5. **Order Splitting Methodology**

**For Purchase preference, Public Procurement Policy 2012 (PPP-2012 for MSEs) benefits shall receive precedence over DMEP-2017 benefits as is being followed in case of application of PPLC policy.**

**The bidder shall declare their preference for seeking Purchase Preference benefit as MSE under PPP-2012 or as Local Supplier under DMEP-2017.**

Abbreviation:

- 1) MSE- Micro and Small Enterprises
- 2) DM- Local Supplier
- 3) GN- Bidder(s) not falling in either category 1 or 2 above.

Here DM, MSE are those who are eligible for Purchase Preference as per the above mentioned policies.

a) **Where quantity can be split**

| Sr. No. | Condition   | Ordering Recommended    | Remarks   |
|---------|---|-------------------------|---|
| 1       | When MSE is L1  | 100% to MSE             | Nil   |
| 2       | When DM is L1 and MSE is within 15% of L1   | 25% to MSE<br>75% to DM | <ul style="list-style-type: none"> <li>• If multiple MSE meet the condition, the preferential quantity shall be distributed proportionately amongst them.</li> <li>• If all eligible MSEs fails to match L1 rate, 100% quantity shall be awarded to L-1 DM.</li> </ul>  |
| 3(a)    | When GN is L1 and DM is within 20% of L1, and no MSE participated or MSE quoted more than 15% of L1 | 50% to DM<br>50% to GN  | <ul style="list-style-type: none"> <li>• If the lowest priced DM fails to match L1 rate or accepts less than the offered qty., next DM shall be offered to match L1 rate for the remaining qty. and so on. In case qty. is still left uncovered on local suppliers, then such balance qty. shall be awarded to L-1 GN.</li> </ul> |



|      |  |  |  |
|------|--|--|--|
| 3(b) | When GN is L1 and MSE is within 15% and DM is within 20% of L1 | 25% to MSE<br>37.5% to DM (i.e. 50% of remaining 75%)<br>37.5% to GN | <ul style="list-style-type: none"> <li>• If multiple MSE meet the condition, the preferential quantity shall be proportionately distributed amongst them.</li> <li>• If all MSE fails to match L-1 rate, the quantity shall be awarded in the ratio of 50:50 to L1 GN and DM.</li> <li>• If the lowest priced DM fails to match L-1 rate or accepts less than the offered qty., next DM shall be offered to match L1 rate for the remaining qty. and so on. In case qty. is still left uncovered on local suppliers, then</li> </ul> |
|------|--|--|--|

**Notes:**

- All splits & purchase preference will be subject to matching L1 rates.
- In case more than one DM (within 20% of L1) quote the same rate, the preferential quantity shall be shared proportionately (to tendered quantity).
- Qty. during splitting shall be rounded to next higher whole number in order of preference.

**b) Where quantity cannot be split**

| Sr. No. | Condition   | Ordering Recommended   |
|---------|---|--|
| 1       | When MSE is L1  | 100% to MSE  |
| 2       | When DM is L1 and MSE is within 15% of L1   | <ul style="list-style-type: none"> <li>• 100% to MSE.</li> <li>• If all such MSEs fail to match the L1 rate then 100% shall be awarded to L1 DM.</li> </ul>  |
| 3       | When GN is L1 and DM is within 20% of L1 and no MSE participated or MSE quoted more than 15% of L1. | <ul style="list-style-type: none"> <li>• 100% to DM.</li> <li>• If the lowest priced DM, fails to match L-1 rate, next DM shall be offered to match L1 rate and so on. In case all DM fail to match L-1 rate then 100% qty. shall be awarded to L-1 GN.</li> </ul> |
| 3       | When GN is L1 and MSE is within 15% and DM is within 20% of L1                                      | <ul style="list-style-type: none"> <li>• 100% to MSE</li> <li>• If all such MSEs fail to match the L1 rate then 100% shall be offered to DM. If all such DM fail to match L-1 rate then 100% qty. shall be awarded to L-1 GN.</li> </ul>                           |

- All Purchase Preference shall be subject to matching L1 rates.

**DOMESTICALLY MANUFACTURED IRON & STEEL PRODUCTS**

Please refer the **“POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCT IN GOVT PROCUREMENT”** as published on website of Ministry of Steel. The policy can also be accessed from the link given below: <https://steel.gov.in/policies/policy-providing-preference-domestically-manufactured-iron-and-steel-product-govt>