

Bid Document

Bid Details	
Bid End Date/Time	13-09-2022 17:00:00
Bid Opening Date/Time	13-09-2022 17:30:00
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Ministry Of Petroleum And Natural Gas
Department Name	Indian Oil Corporation Limited
Organisation Name	loc Haldia Refinery
Office Name	Materials Purchase
Total Quantity	2
Item Category	Knock out drum (KOD) vessel (11-B-301) for CDU-I. (Q3) , Knock out drum (KOD) vessel (16-B-301) for CDU-II. (Q3)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	No
Primary product category	Knock out drum (KOD) vessel (11-B-301) for CDU-I.
Time allowed for Technical Clarifications during technical evaluation	7 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method	Item wise evaluation

EMD Detail

Required	No
----------	----

ePBG Detail

Required	No
----------	----

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

Splitting

Bid splitting not applied.

MII Purchase Preference

MIIPurchase Preference	No
------------------------	----

Details of the Competent Authority for MII

Name of Competent Authority	G. Chowdhary
Designation of Competent Authority	CMTM
Office / Department / Division of Competent Authority	
CA Approval Number	
Competent Authority Approval Date	23-08-2022
Brief Description of the Approval Granted by Competent Authority	PPLC not applicable.....

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

MSE Purchase Preference

MSE Purchase Preference	Yes
-------------------------	-----

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

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

Evaluation Method (Item Wise Evaluation Method)

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

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Knock Out Drum (kod) Vessel (11-b-301) For Cdu-i.	1
Schedule 2	Knock Out Drum (kod) Vessel (16-b-301) For Cdu-ii.	1

Knock Out Drum (KOD) Vessel (11-B-301) For CDU-I. (1 set)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Dipankar Biswas	721606,MATERIALS DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	1	150

Knock Out Drum (KOD) Vessel (16-B-301) For CDU-II. (1 set)

Brand Type	Unbranded
------------	-----------

Technical Specifications

Buyer Specification Document	Download
------------------------------	--------------------------

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Dipankar Biswas	721606,MATERIALS DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	1	150

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

4. Inspection

THIRD PARTY INSPECTION for IOCL:

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency 1. M/s ABS Industrial Verification (India) Pvt. Ltd. 2. M/s Apave Assessments India Private Ltd. 3. M/s Bureau Veritas (India) Pvt. Ltd 4. M/s Certification Engineers International Ltd 5. M/s International Certification Services Pvt. Ltd 6. M/s Intertek India Pvt. Ltd. 7. M/s LRQA Inspection Services India LLP 8. M/s Meenaar Global Consultants LLP 9. M/s Projects and Development India Ltd. 10. M/s.Quality Evaluation and Systems Team Pvt. Ltd. 11. M/s SGS India Pvt Ltd. 12. M/s Tata Projects Limited. 13. M/s TUV India Pvt Ltd. 14. M/s TUV Rehenland India Pvt. Ltd. 15. M/s VCS Quality Services Private Limited. The foreign branch office of the approved agencies can also do the inspection., and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.

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

Quoted prices are:

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

[Click here to view the file](#)

5. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

6. Turnover

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

7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. COMMERCIAL EXPERIENCE CRITERIA:

–

The order(s) executed by the bidder, during the last 05(Five) years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be as under on FOR destination basis:

a. Three orders each executed for ***Pressure vessel of carbon steel (Boiler Quality)/Stainless Steel/Alloy Steel body under Hydrocarbon Service** where executed value on FOR destination basis is not less than the amount equal to **Rs. 7.14 lacs**

OR

b. Two orders each executed for ***Pressure vessel of carbon steel (Boiler Quality)/Stainless Steel/Alloy Steel body under Hydrocarbon Service** where executed value on FOR destination basis is not less than the amount equal to **Rs. 9.53 lacs**

OR

c. One order executed for ***Pressure vessel of carbon steel (Boiler Quality)/Stainless Steel/Alloy Steel body under Hydrocarbon Service** where executed value on FOR destination basis is not less than the amount equal to **Rs. 11.91 lacs**

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

–

a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.

b. Execution certificate by client with order value.

c. Any other document in support of order execution like Third Party Inspection release note, etc.

Related clauses for PQC evaluation:

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

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

–

3. Warranty/Guarantee Period

-

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

-

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

(on Company Letterhead)

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

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

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

OR

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

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract

then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

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

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

5. Land Border declaration:

I/ We hereby declare that I/We /M/s -----declare that :I have read the guidelines /clauses 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 with the offer.]

It is understood that if this declaration / certificate given by the bidder whose bid is accepted, is found to be false, this would be ground for immediate termination and further legal action in accordance with law.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

6. Bidder has to mention the country of origin of the tendered items.

7. IBR inspection required as per applicable.

8. GENERAL INSTRUCTION TO BIDDERS

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

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

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

Bank Name : STATE BANK OF INDIA

Account Number : 10521992237

Bank IFSC code : SBIN0007090

Branch Name : IOC HALDIA REFINERY CAMPUS BRANCH

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

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

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

- i) SELECTION OF BANK
 - a) BG upto Rs. 20 Million can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.
 - b) BG of above Rs. 20 Million can be accepted if it is issued by an Indian branch of:
 - 1) Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934.

Or

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

Desired credit rating is defined as under:

In case of foreign banks:

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

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

In case of Indian banks:

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

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

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

ii) CREDIT RATING

The Vendor shall note that, in case of acceptance of BG issued or counter guaranteed by a bank mentioned at para (i) b 2, if the credit rating of such bank falls below the Credit Rating mentioned under clause (i) b 2 during the validity period of BG, the Vendor shall either submit a fresh BG or get the existing BG counter guaranteed, at its own cost, through a bank mentioned above at (i) b (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee(s), without prejudice to any other right or remedy available to the owner, the owner shall be entitled to encash the bank guarantee(s).

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

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

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

Vendor Invoice Management

Communication to Vendors

Dear Vendors,

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

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

A. **Invoice Management System**

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

Indian Oil Corporation Limited

IBM Building, 2nd Floor,

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh-201309

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

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

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

1. **Invoice Requirement - Physical**

Digitally signed invoice uploaded through Vendor Portal is preferred.

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

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

2. **Invoice Requirement - Content**

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

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

- Raise invoice after effecting Price Reduction on account of Delay in Invoice, wherever applicable.
- In case where request for time extension has been submitted but not approved by EIC, invoice still should be raised by reduced amount.

- Subsequently, Vendor can issue Debit Note when time extension is granted after raising of invoice.
- This process will eliminate the requirement of credit note for GST accounting and consequential delay in processing payment of the entire amount due to complication of GST input credit.

4. **Other Requirements**

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

B. **Query Management System**

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

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

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity/restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and/or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. If any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

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

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---