



6) Only statutory variations, if any, in the present rate of GST, shall be reimbursed as under:

6.1) Any statutory increase in the GST or any new or additional taxes or duties imposed within the contractual delivery date or extended contractual delivery date shall be to IOCL's account whereas if it is after contractual delivery it shall be to your account. Any corresponding decrease on account of above shall be passed on to IOCL.

6.2) Any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by vendor.

6.3) In case GST or any taxes or duties is not applicable at present but becomes applicable at the time of contractual delivery period due to any reasons other than statutory, the same shall be borne by vendor.

6.4) Also it shall be the obligation on the part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal.

1.7 COMMERCIAL LOADING:

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

- 1 Price variation: We ask for firm prices. In case a bidder doesn't offer firm prices, he must indicate a maximum ceiling to which his quoted price may vary. The said maximum ceiling shall be added to the amount quoted by the bidder.
- 2 Price Discount clause: We ask for total acceptance of this clause (Refer Clause No. 12 of our enclosed General Purchase Conditions). For non-acceptance of this clause, loading of 5% shall be done.
- 3 Payment Terms: We ask for acceptance to our payment term specified in this tender. In case a bidder takes deviation to this payment term, loading for interest implication at 1% higher than IOC's cash credit account rate applicable on the date of issuance of tender document. Following period shall be considered for loading in case of deviations:
 - i. Drawing approval – 80% of the delivery period.
 - ii. Receipt of raw materials at Supplier's works – 50% of the delivery period.
 - iii. Final 10% payment also against dispatch – 30 days
- 4 Freight components: Bidders shall furnish firm freight charges in their offer. In case bidder does not submit the same and mentions "Freight to pay", freight loading shall be done considering the higher of the following two options:
 - a) fixed reasonable percentage / absolute value that shall be decided by GR.
 - b) maximum prorated (on the basis of distance) freight quoted by any other bidder against the same tender.After Loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.

Note : When a bidder does not mention anything about the freight component, the same shall be considered as "nil".

However, IOCL reserves the right to keep transportation in IOCL scope.
- 5 Performance Bank Guarantee (PBG): Applicable



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

Note:

(1) For equipments & packages , in case of increase in the order value due to an amendment, the PBG value shall be proportionately increased.

(2) Mobilization and milestone advance payments for equipments and packages shall be released to the vendor only after submission of PBG, if applicable.

6 Third Party Inspection: Applicable

Vendor must quote TPI (Third Party Inspection) charges in % (percentage) in price BOQ (wherever applicable as per tender conditions). **When a bidder does not quote inspection charges in spite of having been stipulated in the tender document to indicate inspection charges, the same shall be considered as "nil".**

7 Transit Insurance: In case insurance charges are extra and to be covered by IOCL, a nominal loading of 0.5% shall be done for evaluation. In case the bidder quotes insurance charges inclusive, its bid shall still be loaded by this amount for evaluation purpose.

1.8 IMPORTANT NOTES:

- 1 Vendor may be put on "Holiday List" If a party
 - 1.1 has indulged in malpractices such as bribery, corruption, fraud and pilferage.
 - 1.2 is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
 - 1.3 has submitted fake, false or forged documents / certificates.
 - 1.4 Has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorisedly disposed off materials/ documents / drawings / tools or plants or equipment supplied by IOCL.
 - 1.5 Has obtained official company information or copies of documents, in relation to the tender / contract, by questionable methods / means.
 - 1.6 Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms or other statutory requirements.
 - 1.7 has deliberately indulged in construction and erection of defective works or supply of defective materials.
 - 1.8 has not cleared IOCL's previous dues.
 - 1.9 has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
 - 1.10 has refused to accept Fax of Acceptance / Letter of Acceptance / Purchase Order / Work Order after the same is issued by IOCL within the validity period and as per agreed terms & conditions.
 - 1.11 after opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.



- 1.12 has parted with, leaked or provided confidential / proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
- 1.13 any other ground for which, in the opinion of the Corporation makes it undesirable to deal with the party.

2 Please note that the tender can be abandoned without assigning any reason and in such case, no compensation will be paid for the efforts made by bidder.

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

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be liable for rejection. Action regarding Holiday Listing may be taken.	In case of suo moto price decrease: 1. Tender evaluation shall be done without considering suo moto price decrease. 2. Ordering shall be done considering suo moto price decrease.

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

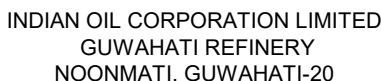
9 Third Party Inspection: Applicable

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

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

Third party Inspection shall be from IOCL approved agency only

1. M/s ABS Industrial Verification (India) Pvt. Ltd
2. M/s Bureau Veritas (India) Pvt. Ltd
3. M/s Certification Engineers International Ltd
4. M/s International Certification Services Pvt. Ltd
5. M/s IR Class Systems and Solutions Private Limited
6. M/s Projects and Development India Ltd. (PDIL)
7. M/s SGS India Pvt Ltd
8. M/s Tata Projects Limited
9. M/s TUV SUD South Asia Pvt Ltd
10. M/s VCS Quality Services Private Limited



Contact details of the above TPI Agencies are attached seperately.alongwith tender document.

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

11 Invalid Tenders and tenders liable for rejection :

A Tender is liable for rejection in the following circumstances:

If a Bidder

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

12 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 2nd level grievance.

- 13 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 P.O./W.O.**

1.9 SITE WORK: Applicable

1 For execution of Purchase Orders involving site work based on the job requirements, all security/ safety rules/ regulation/ statutes as prevailing at work site at the time of execution of the job will have to be strictly complied with. Any safety equipment like fire hoses, fire extinguishers, safety belts, safety shoes, safety helmets etc. are to be provided by the successful bidder to its site personnel. In the event of any damage or loss or sufferance caused due to non observance of such rules/ regulations, the bidder shall be solely responsible for the same and shall keep IOCL (GR) indemnified against all such claims or losses arising out of the same. Penalties shall be imposed for violation of safety norms as under, in addition to Holiday Listing if deemed fit by IOCL (GR).

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

1.2 Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000) per injury in addition to Rs.5000 / per occasion as in item-1.1.

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

2 All labour law/ statutes/ rules/ regulations including minimum wages act, employees state insurance, payment of bonus act, employees provident fund, contract labour law etc. are to be strictly complied with. Bidder will be solely responsible for any claim/ liability arising due to/ on account / consequent to the workmen engaged by him. Bidder shall keep IOCL (GR) indemnified against all such claims of whatsoever nature.

3 Bidder at its own expenses shall take out workers compensation insurance to cover any claim that may be made by bidder's employees and/ or their heirs and dependents alleging bodily injuries sustained or death suffered by employees as a result of or in connection with the performance of any bidder's obligations under this agreement and will hold IOCL (GR) and its employees and representatives harmless from any and all such claims. Bidder's insurance policy shall include a waiver clause as to any insurer's actions against IOCL (GR), its employees and representatives.

4 The bidder shall keep IOCL (GR) both during and after the term of agreement, fully & effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands and costs & claims, including but not limited to, legal fees & expenses, suffered by IOCL (GR) or any third party for such losses, damages, injuries or death as the result of a wrongful action, negligence or violation of the job site regulations by the bidder or its subcontractors or the personnel or agents or either of them.

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



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

1.10 INSTRUCTIONS TO BIDDERS FOR PARTICIPATION IN E-TENDERING:

Plz refer special instructions to bidders SITB attached separately.

1.1 BID EVALUATION CRITERIA

1. Price: Quoted prices in Indian Rupees for Indigenous Supply and in Foreign Currency for Imported supply shall be considered for evaluation. TT selling rate as on the date of opening of price bid shall be considered for conversion.
2. Transportation : Transportation charges quoted by the vendor up to Guwahati Refinery shall be loaded in price evaluation (refer Cl. 1.7.4).
3. Third Party Inspection (TPI): TPI charges quoted by the vendor (wherever required as per tender conditions) shall be loaded in price evaluation (refer Cl. 1.7.6).
4. Transit Insurance: Transit Insurance shall be loaded in price evaluation (refer Cl. 1.7.7).
5. Inflow of royalty to IOCL net of prevailing taxes/ surcharge shall be considered during evaluation of bids in case the product is based on IOCL (R&D) formulation.
6. Bid Evaluation Criteria : Bid evaluation shall be done by considering GST Rates and HSN quoted by the bidder. GST Rates and HSN quoted by the bidder shall be treated final and bids shall be evaluated on **GROSS TAX BASIS**, i.e. after including amount of GST. Any higher rate of tax actually invoiced shall be adjusted in price.
7. Loading on account of deviation in commercial terms as per point no 1.7 Commercial Loading
8. Cost of Accessories/ Mandatory Spares and Commissioning Spares, if any, shall be considered for evaluation of bids. If a vendor does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall be considered as "free supply". However cost of operational & maintenance spares (Optional items), shall not be considered for commercial evaluation.
9. Final evaluation for comparison will be on **overall lowest basis**
10. In case of a tie of evaluated cost between two or more bidders, discount shall be taken from all the L1 bidders. In case there is still a tie , quantity shall be equally divided amongst the bidders. In case quantity cannot be divided, the bidder with the maximum turnover shall be ordered the full quantity.

1.12 Public Procurement Policy for Micro and Small Enterprises :

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

Please refer Annexure-1 i.e. "TENDER CONDITIONS FOR BENEFITS / PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSEs)" attached with the NIT.

1.13 Preference to domestically manufactured electronics products : Not applicable

1.14 Integrity Pact : Not applicable

1.15 Reverse Auction Guidelines for Bidders : Applicable



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

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

2. In case of Reverse auction, the RA shall start with an initial Starting Price. Any Bidder can quote his price below the Current price only. Bidders will quote the price considering the loading factor for evaluated price as per evaluation criteria. For example if Basic Price to be quoted by bidder is: Rs.100.00, GST is: 18% extra. Then Landed price shall be $100 \times 1.18 = \text{Rs. } 118$ shall be Landed price and Loading factor shall be $118/100 = 1.18$. The above example is only for understanding purpose and may not be applicable in all cases. The evaluation factor shall be worked out in every case separately based on tender conditions and Techno-Commercial offer of the specific bidder.

3. Qualifying Criteria for Reverse Auction (Elimination Clause):

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.

4. 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.

5. 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.