

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-04-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-04-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Indian Oil Corporation Limited
संगठन का नाम/Organisation Name	Indian Oil Corporation Limited
कार्यालय का नाम/Office Name	locl- Guwahati Refinery
कुल मात्रा/Total Quantity	5600
वस्तु श्रेणी /Item Category	Cascade Hydrogen
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Cascade Hydrogen
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Potassium Hydrogen Pthalate, Potassium Hydrogen Sulphate, Hyper Converged Infrastructure for Data Center (V2), Sodium Hydrogen Sulphite, Hydrogen Gas Generator, Low Hydrogen Electrodes, Low Temperature Hydrogen Peroxide Gas Plasma Sterilizer, Hydrogen (H2) Detector (V1), Hydrogen Breath Analyzer (V2), Liquid Hydrogen Sulphide Scavenger (ONGC)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Hydrogen Gas as per IS 1090
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Certificate (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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Ministry of Petroleum and Natural Gas
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Deputy Secretary to the Government of India, Ministry of Petroleum and Natural Gas
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Ministry of Petroleum and Natural Gas
सीए अनुमोदन संख्या/CA Approval Number	FP-20013/2/2017-FP-PNG-Part(4) (E-41432)
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	26-04-2022
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	The Purchase Preference (linked with Local Content) policy of MoPNG is Not applicable for the subject case as per guidelines received from RHQ.

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

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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

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.

Cascade Hydrogen (5600 cubic meter)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	5600	365

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.N o.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	LEGALLY VETTED INSURANCE SURETY BOND IN LIEU OF PBG AND PRICE ADJUSTMENT View	LEGALLY VETTED INSURANCE SURETY BOND IN LIEU OF PBG AND PRICE ADJUSTMENT	Cascade Hydrogen(5600)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The schedule wise item description/ name in custom catalogue uploaded by seller in their offer should be same/ similar/ in-line with the name uploaded by buyer in the corresponding IOCL GeM bid catalogue. Non-compliance of the above shall make their offer liable for rejection without any further evaluation or queries. Bidders to take note of same and quote correctly.

1) Past Project Experience

Commercial Experience Criteria for Goods:

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

Three orders each executed for “similar item” Supply of high purity Hydrogen where executed value is not less than the amount equal to Rs. 7,07,697/-

OR

Two orders each executed for “similar item” Supply of high purity Hydrogen where executed value is not less than the amount equal to Rs. 9,43,596/-

OR

One order executed for “similar item” Supply of high purity Hydrogen where executed value is not less than the amount equal to Rs. 11,79,495/-

FOR- Destination price (inclusive of all tax and duties) shall be considered for arriving at executed value. 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 falls without considering any extensions.

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

Notes on Pre Qualification Criteria:

Acceptance of PQ Documents of related /unrelated parties shall be as follows:

SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
1	A New Entity formed as a result of merger of two entities and the earlier entity ceases to exist	New Entity can use previous financial credentials of any of the merged companies or of its own.	New Entity can use previous experience of any of the merged companies or of its own.
2	(i) An entity (A) takes over another entity (B) and B ceases to exist	(i) Bidder can use previous financial credentials of company taken over by bidder or of its own.	(i) Bidder can use previous experience of company taken over by bidder.
	(ii) An entity (A) takes over another entity (B) partially and the said part of entity (B) vertical specific business vertical of B ceases to exist.	(ii) Bidder cannot use previous financial credentials of specific business vertical of company taken over by bidder .	(ii) Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B).

3	Parent company (bidder) using the credentials of its subsidiary	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries. In such case, additional surety to be taken from parent and subsidiary for joint and several responsibility.
4	Indian subsidiary (bidder) using the credentials of its Foreign Principals	Financial credentials of the bidding entity. In case the bidding entity's Audited Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.	Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded.
5	Demerger of an entity B from another entity A by virtue of Corporate re-structuring exercise	Demerged entity can use the credentials of original/ parent entity (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. Government regulations, if any, may be followed.	Demerged entity can use the credentials of original/ parent entity to the extent of demerger scheme as approved by the competent authority and subject to verification (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. (However, same experience cannot be used by the original entity).
6	A new entity formed has taken over all the assets and liabilities of the proprietorship concern or partnership firm wherein one or more of the Directors of the new entity were the proprietor or partners and the erstwhile proprietorship concern/ partnership firm has ceased doing business after taking over of the businesses by the new entity.	The new entity can use the financial credentials of the erstwhile proprietorship concern/partnership firm.	The new entity can use the experience of the erstwhile

In case a bidder is a group company of another company, either the Turnover / Experience of the bidder or the Turnover / Experience of the group company shall be considered for the purpose of Pre-Qualification criteria, subject to the following :

(a) Either the Holding company or any one of its Subsidiaries or the JV company only can participate in the tender.

(b) The arrangement permitting the Bidder to quote and rely upon the Turnover/ Experience of the Group company shall be through an undertaking from the Group company whose Turnover/ Experience is considered

ed, submitted with the tender. Such undertaking must be specific for this Tender. The arrangement must provide for continuous support from the Group Company whose Turnover/ Experience is considered, covering all aspects till such time this contract (including CAMC if applicable) is completed.

(c) The Bidder as well as Group Company, whose credentials are being claimed, shall submit an irrevocable undertaking stating therein that both of them i.e. the Bidder as well as its Group Company, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. The undertaking must be submitted by the bidder along with the bid.

d) Credentials of group company(s) currently on holiday list by Indian Oil Corporation or its administrative Ministry shall not be accepted.

(e) Documents as required to establish Group Company (parent / subsidiary / JV) relationship shall be submitted with bid.

(f) Usage of credentials of Group Company shall be restricted to technical, Commercial Experience Criteria, Financial Criteria, capability and commitment criteria.

2) Documents acceptable against Commercial Pre Qualification Criteria (CPQC):

For fulfilling the commercial experience criteria any one of the following documents of "similar item" may be considered as valid proof for meeting the criteria:

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

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

iv. In case bidder cites any reference of job executed for IOCL and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria.

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

vi. In case any other document is submitted by the bidder in support of execution, the same shall be properly checked by the concerned officers before acceptance.

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

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

3) Details of documents submitted against Tender "Pre Qualification Criteria"

Sl. No.	Documents submitted to support compliance	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc) if applicable
1.		
2.		
3.		
4.		

4) Technical Pre Qualification Criteria: Applicable

a) The bidder should have supplied H₂ gas of the specified purity as mentioned in Clause 2a (of tender technical specifications) to any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in India , in the last 5 years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls. Valid Purchase Order indicating the minimum purity of the supplied hydrogen gas along with completion certificate will be considered as a proof of experience for the same.

b) If the bidder is having a rate contract - indicating the minimum purity of the supplied hydrogen gas - which is still running with any Govt./ Semi Govt./ PSU/ MNC/ Public Ltd. Company/ Pvt. Ltd. Company in India, then that will also be considered as a valid proof of experience.

c) The bidder should have a valid license from the chief controller of explosives or his authorized representatives for filling and storage of explosive gases. The bidder should submit a copy of the explosive license towards this effect along with the bid.

d) Vendor should submit an authorization letter from the OEM valid on the last day of the month immediately preceding the month in which the last date of bid submission falls for supply of the required quantity & quality of Hydrogen, along with the bid.

5) Financial Pre Qualification Criteria: Not Applicable

6) Net Worth Requirement: Not Applicable

7) Policy for providing preference to Domestically Manufactured Iron and Steel Product in Govt procurement (DMI&SP): Not Applicable

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

- 9)** Bidders are requested to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.
- 10)** Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations.
- 11)** Offers from the following type of bidders shall not be considered :
- i) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy, Code 2016
- ii) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the bid.
- 12)** After placement of the contract, there may be an unforeseen situation compelling IOCL to cancel the contract. In such a case, a suitable notice has to be sent to the supplier for cancellation of the contract, in whole or in part, for IOCL's convenience.
- 13)** In case of involvement of foreign Vendors, tenders can be submitted either by the Vendor directly or through their Indian Agent / representative on behalf of them, but not both. The Indian Agent / representative should represent only one Vendor and he should not be allowed to quote on behalf of another Vendor for the same tender. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/contracts.
- 14)** Any Addendum / Corrigendum / Bid end date extension in respect of above tender shall be issued against this tender on GeM Portal only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit website to keep themselves updated.
- 15)** Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 16)** IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 17)** Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interest of IOCL.
- 18)** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.
- 19)** IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirements after giving one chance to the bidder to accept IOCL's requirements.
- 20)** Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, forfeiture of EMD (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.), holiday listing action as per policy in vogue for breach of integrity pact may be initiated in such cases.

21) In case of Zero deviation bidding tenders: Not applicable

22)

I . Delivery period for supply of material: As per Cl. no. 5 of tender technical specifications

- a) Tender will be valid for a period of one year from the date of PO placement
- b) Since, the indented quantity is required for start-up of the unit within the stipulated time frame, vendor to ensure delivery of the desired quantity & quality of Hydrogen gas at IOCL GR site within 15 days from the time of intimation through Telephone / e-mail / Fax by IOCL GR to the vendor.
- c) Staggered delivery of H2 may be required, which will be intimated to the supplier in advance through Telephone / e-mail by IOCL GR to the vendor.

GR mentioned in the text refers to Guwahati Refinery

II. RENT FREE PERIOD:As per Cl. no. 6 of tender technical specifications:

- a) Rent free period of the hydrogen cascade for at least 08 days from the date of receipt of cascade at IOCL Guwahati Refinery site shall be applicable.
- b) Vendor to quote the detention rent rate beyond rent free period of 08 days (receipt at IOCL Guwahati Refinery site) along with the bid.
- c) At present it is presumed that the total no of cylinders to be delivered will be available at site at the start of the rent free period. If any staggered delivery of the cascade is required by IOCL GR, then it will be intimated to the vendor 15 days in advance through Telephone / e-mail

23) Penalty Clause: As per Cl. no. 9 of tender technical specifications

In case of late delivery as well as quality failure the following penalty will be imposed:

- a. Vendor to ensure delivery of the desired quantity & quality of Hydrogen at IOCL Guwahati Refinery (GR) Gate No.1 within 15 days from the time of intimation by IOCL GR (via Telephone / mail / Fax) to the vendor .
- b. If the Hydrogen is not received within 15 days (max) from the time of intimation by IOCL GR (via Telephone / mail / Fax), then the supply will be considered as late delivery and a penalty of 2.5% on basic invoice cost shall be applicable for every 24 hrs of delay subject to maximum penalty of 25% on basic invoice cost , plus applicable taxes.
- c. Bidder to note that in case of deviation in the quality parameters (Purity & contaminants) as per specs laid out in Point no 2a of **Tender Technical Specification**, IOCL GR reserves the right to reject the entire consignment. It will be the responsibility of the vendor to replace this off-spec hydrogen gas, at its own risk and cost, with on-spec hydrogen gas within 10 days of the rejection. If the new on-spec consignment does not reach the site within 10 days then a penalty of 2.5% on basic invoice cost shall be applicable for every 24 hrs of delay subject to maximum penalty of 25% on basic invoice cost, plus applicable taxes.

24) Special condition related to Payment terms

- a) Payment for all the goods and services shall be made within 45 days from the day of acceptance / deemed acceptance.
- b) The day of acceptance shall be the day of actual delivery of goods or rendering of services. However, if any objection is made in writing by the buyer within 15 days from the day of the delivery of goods or rendering of services, the day of acceptance shall be the day on which such objection is removed by the vendor. If no objection is made in writing by the buyer within 15 days, day of actual delivery of goods or rendering of services shall be the day of deemed acceptance.
- c) Payment shall be made on actual quantity receipt at IOCL site basis. The detailed methodology of determining the received quantity is explained in Cl. No. 8 of tender technical specifications.

- 25) **RESERVATION FOR CLASS 1 LOCAL SUPPLIER:** Not Applicable
- 26) **PURCHASE PREFERENCE TO CLASS 1 LOCAL SUPPLIER:** Not Applicable
- 27) **Bid security declaration (BSD) :** Applicable

Bidder to note that Earnest Money Deposit (EMD) is not applicable for the subject tender. In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration, as per the format enclosed in additional scope of work. Bid Security Declaration shall be applicable for all Bidders irrespective of their status as MSE / Start-up /any exempted bidder category.

Note: Non-submission of Bid security declaration in prescribed format and on company's letter will lead to rejection of offer.

- 28) **EMD:** Not Applicable
- 29) **PBG:** Not Applicable
- 30) **PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs. Bidder to provide a declaration along with their offer in case they are eligible and want to avail this relaxation along with relevant documentary proof. Subject relaxation is applicable for MSE manufacturers of tendered items.**
- 31) **Insurance Surety Bond (ISB) and its operating modality:**

In lieu of EMD, Performance Bank Guarantee or PRS/Price reduction for delay, bidders may furnish Insurance Surety Bond (ISB), as per the format enclosed in tender document. Insurance Surety Bond (ISB) shall be applicable for all bidders irrespective of their status as MSE / Start-up /any exempted bidder category.

i) Insurance Surety Bond (ISB) can be issued by the insurer registered under Insurance Regulatory and Development authority (IRDA).

ii) Insurance Surety Bond (ISB) can be accepted against EMD, Security Deposit, Performance Guarantee & PRS / Price reduction for delay only.

iii) Only Indian Bidders can submit the ISB, for Work/supply commitment within India in INR executed on a Non judicial stamp paper. Insurance Surety Bond (ISB) on e-stamp paper may also be accepted in addition to Non-Judicial Stamp Paper. Compliance of State specific stamp act requirement is to be ensured.

iv) The Surety Bond should be irrecoverable, unconditional & without recourse/reference to the bidder. ISB shall be strictly in line with duly approved format.

v) The ISB shall be received directly from the Insurance companies. In certain cases, where the time does not permit or where ISB is required to be submitted along with bids, ISB may be received from Vendors/Contractors.

- 32) **TPI:** Not Applicable

33) Bidders are requested to submit duly filled, signed and stamped copy of each declarations/undertakings enclosed in additional scope of work/ technical specification document/Buyer uploaded ATC document.

34) Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.

35) Any clarification (technical/commercial) shall be considered only through representation on GeM portal and not through mail.

36) Arbitration Clause:

"Notwithstanding anything to the contrary contained in Contract, it is agreed that any dispute between the Buyer and Seller shall be resolved through arbitration by a sole arbitrator to be appointed mutually by the Buyer and Seller only if the cumulative value of claims of Buyer and the claims of Seller does not exceed Rs . 10 Crore. It is further agreed that in case the cumulative value of claims of the Buyer (inclusive of interest amount claimed by Buyer till the date of filing of statement of claim or the counter-claim as the case may be) filed before Arbitrator and the claims (inclusive of interest amount claimed by Seller till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rs. 10 Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the proceedings shall stand terminated forthwith."

37) Where a Foreign bidder, in its offer, assigns part order to an Indian Entity, which is not its subsidiary, the same shall be accepted subject to such Indian entity having executed at least one order (irrespective of value) for the scope that is proposed to be assigned to it.

38) "The Government of India envisioned the Zero Defect Zero Effect (ZED) initiative (Bronze/Silver/Gold level) and the Lean Certification initiative (Basic/Intermediate/Advanced level) to enhance MSME competitiveness, ensure sustainability, and transform them into national and international champions.

For complete details on registration, required documents, benefits, and other related information, visit the links below:

<https://zed.msme.gov.in/>

and the link below.

<https://lean.msme.gov.in/>

Kindly register and take advantage of these GOI initiatives.

39) Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. IOCL is already registered on the following TReDS Platforms:

1. Receivables Exchange of India Ltd (RXIL)

Website: <https://www.rxil.in/>

Address: Receivables Exchange of India Limited, 701-702,7th Floor, Supremus, E Wing, I-Think Techno Campus, Kanjurmarg East, Mumbai 400042.

2. M1xchange

Website: <https://www.m1xchange.com/>

Address: Unit No. A/04-01 to A/04-6D and A/04-07, 4th Floor Tower A, Reach Commercial, Sector 68, Gurugram -122101, Haryana

MSME bidders are requested to register on the TReDS platform'.

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40) Vendor Invoice Management:

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 **17.05.2023**, **original copy of invoice** raised on **this office** against PO shall be submitted in the following manner: -

1. **Digitally signed original invoice** can be submitted by registering into vendor portal (E-Vidit portal) in which case no hard copy is required to be sent. Vendors are encouraged to use vendor portal for expeditious settlement of their invoice.

The link to the vendor portal is

<https://apps.indianoil.in/vim>

Help Manual of portal for use by vendors is attached herewith.

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

Indian Oil Corporation Limited

IBM Tower, 2nd Floor,

A 26, Rani Ramgarh Road,
Block A, Industrial Area,
Sector 62, NOIDA,
Uttar Pradesh.

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 **IOCL, Guwahati refinery**.

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. (<https://apps.indianoil.in/vim>)

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.

Needless to mention, invoice must be in the name of Indian Oil Corporation Limited.

2. Invoice Requirement - Content

- - Mention PO Number on Invoice where invoice is raised against SAP Order
 - 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 **IOCL, Guwahati refinery** as per required format
- Ensure submission of all the documents at **IOCL, Guwahati refinery** 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
Chatbot	Indian Oil (gupshup.io)
Helpdesk Phone	+91 120 6730555

Note: Digitally signed Invoice is to be uploaded through E-Vidit Portal. Vendor is requested to not send hard copy of invoice when Digital invoice is already submitted successfully on E-Vidit portal, as this may delay the payment process.

41) Documents Required for Vehicle Entry:

Please note, a vehicle carrying the material to IOCL Guwahati Refinery must have the following documents in Original:

1. VALID DRIVING LICENSE IN ORIGINAL
2. VALID ROAD PERMIT IN ORIGINAL
3. VALID RC IN ORIGINAL
4. FITNESS CERTIFICATE IN ORIGINAL
5. VALID INSURANCE IN ORIGINAL
6. FIRE EXTINGUISHER AVAILABLE IN THE VEHICLE
7. VALID POLLUTION CERTIFICATE IN ORIGINAL
8. DRIVER WITH PPE COMPLIANCE (Should wear Safety Shoes)
9. BATTERY OF VEHICLE IS COVERED AND LOCKED
10. ADDITIONAL TYRE/SPARE TYRE IS AVAILABLE IN THE VEHICLE
11. DOCUMENTS OF THE MATERIAL LOADED ON THE VEHICLE / TRUCK
12. PLEASE ENSURE MOBILE, MATCH BOX OR OTHER FLAMMABLE ITEMS ARE NOT ALLOWED.

42) Dealing officers from IOCL:

Ms. Roma Dash, MTM (Purchase) - roma@indianoil.in, PH- 0361-259-7262

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Alternate:

Mr. A Gogoi, CMTM (purchase) - GogoiA@indianoil.in, PH- 0361-259-7267

Mr. Praveen Gupta, DGM (Mat) - gupta_praveen@indianoil.in, PH- 0361-259-7251

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For Material receipt/ GRN :

Mr. J Kalita, MTM (Stores) - kalitajayanta@indianoil.in, PH- 0361-259-7259

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For Payment:

VIM helpdesk- VIMHelpdesk@indianoil.in, PH- +91 120 6730555

Mr. Abhiranjan Singh, ACO - singha90@indianoil.in , PH- 0361-259-7210

NB: Bidder needs to strictly comply all other terms and conditions mentioned in the technical specification sheet or else your offer may be liable for rejection.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

4. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without

specifying equivalent Indian Certification / standards.

10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---