

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687792777350

अनुबंध तिथि | Contract Generated Date : 29-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4919271](#)

संगठन विवरण Organisation Details		खरीदार विवरण Buyer Details	
प्ररूप Type :	Central PSU	पद Designation :	AMML CC
मंत्रालय Ministry :	Ministry of Petroleum and Natural Gas	संपर्क नंबर Contact No. :	03224-223681-
विभाग Department :	INDIAN OIL CORPORATION LIMITED	ईमेल आईडी Email ID :	buycon90.ihr.wb@gembuyer.in
संगठन का नाम Organisation Name :	INDIAN OIL Corporation Limited	जीएसटीआईएन GSTIN :	-
कार्यालय क्षेत्र Office Zone:	IOCL Haldia Refinery	पता Address :	CONTRACT CELL , IOCL HALDIA REFINERY, HALDIA, W.B, EAST MIDNAPORE, WEST BENGAL-721606, India
वित्तीय स्वीकृति विवरण Financial Approval Detail		भुगतान प्राधिकरण विवरण Paying Authority Details	
आईएफडी सहमति IFD Concurrence :	No	Role:	PAO
प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval:	DGM Contracts	भुगतान का तरीका Payment Mode:	Offline
वित्तीय अनुमोदन का पदनाम Designation of Financial Approval :	DGM Contracts	पद Designation :	Finance Officer
		ईमेल आईडी Email ID :	pao1.ihr.wb@gembuyer.in
		जीएसटीआईएन GSTIN :	19AAACI1681G1ZM
		पता Address:	FINANCE DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,, East Medinipur, WEST BENGAL-721606, India
प्रेषिती विवरण Consignee Details			
क्र.सं. S.No	प्रेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description	
1	संपर्क Contact : - ईमेल आईडी Email ID : buyer3.ihr.wb@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : ELECTRICAL DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,PIN -721606, EAST MIDNAPORE, WEST BENGAL-721606, India	Custom Bid for Services - HELSK24041 ELECTRICAL JOBS RELATED TO TEMPORARY LIGHTING POWER CONNECTIONS CABLE LAYING ETC FOR SHUTDOWN AT VARIOUS UNITS OF HALDIA REFINERY	
सेवा प्रदाता विवरण Service Provider Details			
जेम विक्रेता आईडी GeM Seller ID :	THYG230009356779		
कंपनी का नाम Company Name :	BENGAL ENGINEERING SYNDICATE (PROP- SHYAMAPADA JANA)		
संपर्क नंबर Contact No. :	09232486800		
ईमेल आईडी Email ID :	samir2197@gmail.com		
पता Address :	sutahata, CHAITANYAPUR, CHAITANYAPUR, East Medinipur, WEST BENGAL-721645, -		
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-WB-12-0002667		
एमएसई सामाजिक श्रेणी MSE Social Category :	General		
एमएसई लिंग श्रेणी MSE Gender :	Male		
जीएसटीआईएन GSTIN:	19ACGPJ6913P1Z0 (R)		
*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा GST / Tax invoice to be raised in the name of - Consignee			
सेवा विवरण Service Details			
सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 06-Jul-2024		सेवा समाप्ति तिथि Service End Date : 05-Nov-2024	
श्रेणी नाम Category Name : Custom Bid for Services			
बिलिंग चक्र Billing Cycle: monthly			
विवरण Description		The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Lumpsum Cost of Service in totality
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	HELSK24041 ELECTRICAL JOBS RELATED TO TEMPORARY LIGHTING POWER CONNECTIONS CABLE LAYING ETC FOR SHUTDOWN AT VARIOUS UNITS OF HALDIA REFINERY	1	22,611,683
Regulatory/ Statutory Compliance of Service	YES		
Compliance of Service to SOW, STC, SLA etc	YES		
कुल राशि (सूत्र) Total Amount (Formula) : (1*Lumpsum Cost of Service in totality)			
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)			22,611,683
सलाहकार बैंक Advisory Bank :			NA

Preface : Agreement representing a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Service Provider has been uploaded in bid section. The purpose of the agreement uploaded is to facilitate implementation of Services intended by the Buyer. Each documents as uploaded by buyer should be read in totality to conclude the requirement of Custom e Bid floated on portal.

The Agreement uploaded in bid section will generally contain the Scope of Work, (SOW), stakeholder's obligations, Special Terms and Conditions (STC) related to service delivery as formulated by the Buyer and Payment Terms etc of the service for mutual understanding of the stakeholders. The Agreement remains valid till completion of Scope of Services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.

Guiding Principle : The Services contracts placed shall be governed by following set of Terms and Conditions :

1. General Terms and Conditions for Goods and Services;
2. Buyer's Formulated Service Specific STC including the Service Level Agreement (SLA) for the service as uploaded with the bid in form of suitable matching document,

The above terms and conditions are in reverse order of precedence. Service specific STC supersede GTC, whenever there are any conflicting provisions. The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.

Intended Objectives And Goals of SLA : The objective of Agreement (SLA) as uploaded in bid section is to ensure that all the commitments and obligations are in place to ensure consistent delivery of service to buyer by service provider. Generally The goals of an Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities of both parties
2. Present a clear, concise and measurable description of service offered to the buyer
3. Establish Terms and Conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified
4. To ensure that all the parties understand the consequences in case of termination of services due to any of the stated reasons
5. The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.

Parties To The Agreement

The main stakeholders associated with this agreement are:

1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed.
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement

The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level /penalties in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders would have read and understood the same before signing the SLA document.

ADVISORY WITH RESPECT TO SCOPE OF SERVICE

Scope of Work (SOW) is the most important & crucial component of any bidding process. It is for this that the whole bidding process is entered upon to execute the scope of work and deliver outcomes that the Government strives for. Scope of work directly affects the performance of contract therefore utmost care should be taken to avoid ambiguity with respect to deliverable.

For example, in case of Complex / Intricate Consulting Services, Some key guiding principles for drafting scope of work may be as under :

- "Detailed" specification of requirements is extremely critical – please ensure that even standard assumptions on scope of work are laid down and described.
- Make sure that specifications are endorsed by key stakeholders.
- Identify mandatory and non-mandatory requirements in scope of work. It should clearly provide the outcomes expected from solution/service delivery.
- The scope of work should mention what the outcome is based upon – time or material?
- A check should be made that the final specification of requirements : (a) addresses the targeted outcomes and business objectives. (b) meets the agreed stakeholder needs (c) covers whole-of-life of the contract deliverables.
- The objective, structure and expected set of contents of each knowledge item/deliverable should be laid down, in as much detail as possible, rendering the best level of clarity to it.
- The coverage of services needed in the form of activities like client visits, geographies to be studied, stakeholder meetings / interviews / workshops to be conducted, must be detailed out to avoid delivery compromises.
- Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT"

Important Note : Buyers authorities are advised to upload GAR report positively and without fail at appropriate place to ensure process complinace. Buyer may indicate about requirement Past Experience if so required by uploading the same at time of bid creation including approval of their competent authority. Service Providers's response may be assessed atime of technical evaluation.

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s): Buyer

1. Instruction To Bidder : [click here](#)
2. Pre Qualification Criteria (PQC) etc if any required : [click here](#)
3. Scope of Work : [click here](#)
4. Payment Terms : [click here](#)
5. Quantifiable Specification / Standards of The Service/ BOQ : [click here](#)
6. GEM Availability Report (GAR) : [click here](#)
7. Any other Documents As per Specific Requirement of Buyer -1 : [click here](#)
8. Any other Documents As per Specific Requirement of Buyer -2 : [click here](#)
9. Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload : [click here](#)

ईपीबीजी विवरण | ePBG Detail

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.

1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Purchase Preference (Centre):

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% 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 percentage of 100% of total value.

2.3 Purchase Preference (Centre):

Preference to Make In India products (For bids less than 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document 50%. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2.4 Buyer Added Bid Specific SLA:

Text Clause(s)

Pre-qualification criteria

Tender No: HELSK24041

ELECTRICAL JOBS RELATED TO TEMPORARY LIGHTING, POWER CONNECTIONS, CABLE LAYING ETC. FOR SHUTDOWN AT VARIOUS UNITS OF HALDIA R EFINERY

Value of Single Work (SWO) executed by the bidder as main contractor or sub contractor for similar nature of work * (during any of the last five years ending on last day of the month immediately previous to the month in which last date of bid submission falls) The completion date should fall within the qualifying period. (in case of extended bid submission date, original bid submission date shall be considered).	Three completed works each costing not less than Rs 56.29 Lac OR Two completed works each costing not less than Rs 75.06 Lac OR One completed work costing not less than Rs 93.82 Lac (The above values of completed works is exclusive of service tax/GST). Intending bidder must submit necessary documentary evidence in the form of detailed work order (s), schedule of rates, completion certificate(s) clearly specifying the details like description of the work, starting & completion dates of the job. Tenderer is to enclose the complete address of the client, ph no, fax no, email of the contract persons, website etc. for whom they have executed such jobs in support of their claims that they are meeting the technical pre-qualification criteria.
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Similar Nature of job:

Maintenance and/or operation/ Installation, Testing and Commissioning of HV/MV/LV electrical equipment / switchgear panel in any process plants / power plants / Sub-Stations.

Note:

1. 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 bidder, with or without seeking any additional supporting documents/clarifications.

Annual Turnover (ATO)

Minimum Rs 112.58 lakhs during any of the three preceding financial years. from the date of NIT publication. In case the NIT publication date is within 09 (Nine) months from close date of preceding financial /accounting year, the bidder can submit the balance sheets of any of the previous three years (excluding the immediate preceding year), if the balance sheet of immediate preceding year is not available.

Proof of ATO shall be submitted in form of Audited Profit and Loss account statement of the bidder.

For fulfilling the financial criteria (ATO), an audited Profit and Loss account statement of the bidder shall be considered as acceptable proof.

- i. Audited certificates / Balance Sheet / Profit & Loss Account Statement issued by any Auditor / Chartered Accountant shall mandatorily bear UDIN (Unique Document Identification Number) for such reports of FY 2019-20 onwards. Absence of signature of bidding entity or UDIN on such certificates can be sorted out by seeking commercial clarification.
- ii. Published Annual report available in the public domain shall also be acceptable provided that the bidder has given reference of respective website from which it can be verified.
- iii. In case auditing of Annual Accounts (Balance Sheet and Profit & Loss Account Statement) are not mandatory for any particular bidder, as per provisions of Indian Income Tax Act. / any other Act, OR any bidder specifically mention with supporting document that they are exempted from auditing of annual accounts; such bidders may submit Proof of Annual Turnover in the form of Profit & Loss Account Statement signed by the owner of the organization and certified by any practicing chartered Accountant/CA firm.

Other required documents:

1. PF Code Allotment letter/ PF registration.
2. Independent ESI Code or undertaking for Independent ESI code in the Format given in ITB of GCC (if applicable) within 15 days from the date of award of work to EIC.(This shall supersede the 30 days as given in GCC)
3. Power of Attorney in favour of person authorized to submit the bid.
4. Copy of PAN card
5. GST registration certificate
6. Certificate of Incorporation / Partnership deed/ Proprietorship affidavit.
7. Bidder must have a valid Electrical contractor and Electric Supervisor license.

Related clauses for PQC and offer evaluation:

Bidder to note the followings before bidding:

i.) Offer from following types of bidder will not be accepted

a) Who are in the Holiday list of IOCL or its Administrative Ministry, MoPNG.

b) Who are under liquidation, court receivership or similar proceedings.

c) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable).

d) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid Opening and Award-of-Contract, then the bid of the next higher eligible bidder will be considered for further processing.

e) Consultant appointed for the project / work shall not be allowed to participate in the tender either directly or indirectly for the same project for which they are working as consultant.

f) Foreign bidders are participating in Domestic /National tender.

g) Offer from Joint Bidders / Consortium

h) Offer from bidders who are on Watch List of IOCL

ii.) Invalid Tenders and tenders liable for rejection

a) Does not pay the EMD before deadline

b) Does not fulfill minimum pre qualification criteria as per the Tender Documents

c) Submits the tender late i.e. after due date and time

d) Unsolicited tenders

e) Stipulates the validity period less than what is stated in the Tender Documents

f) Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable

- g) Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- h) Does not fill in and sign the required annexures, Formats, specifications, etc. as specified in the tender
- i) Does not submit bid in the prescribed format making it impossible to evaluate the bid
- j) Indulges in tampering of tender documents
- k) Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
- l) Does not have his PF Code/ Number from the Regional Provident Fund Commissioner, if the relaxation in this regard is not stipulated in the tender. However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.

Within the validity period, if the party increases the price or refuses to keep their offer valid without variation, the bid should be rejected and EMD shall be forfeited and action to be taken as deemed fit.

1. The subject work is indivisible and shall be awarded to single successful bidder unless stated otherwise elsewhere in the tender document.
2. Experience of only the bidding entity shall be considered, unless specifically permitted in the tender document to use the credentials of its parent or any group company to meet the Experience Criteria. A work executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the tender. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting experience criteria subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary / Holding company. Such bidders shall submit these documents in addition to the documents specified in the PQ Documents to meet Experience Criteria.
 - a. Consultant appointed for the project / work shall not be allowed to participate in the tender either directly or indirectly. An indirect participation shall include participation through an affiliate or as a sub-contractor, consultant or supplier. The expression 'affiliate' for the purpose of this clause will include any person, or company or association (howsoever designated) who/which is a member of the consultant (if the consultant is a joint venture or consortium or who or which directly or indirectly holds 10% (ten percent) or more of the capital or voting capital of consultant (if the consultant or any of its members is a company or a body corporate) or who or which is a consultant or sub-contractor of the consultant with regard to the project.
3. Detail work order qualifying for similar in nature as described including covering letter and schedule of rates and satisfactory completion certificate containing executed value & date of completion of similar nature of work as defined above shall be required. However where the executed value is not mentioned in the completion certificate, the copy of certified bill shall also be acceptable for determining value if submitted along with completion certificate. In case executed value is not mentioned in the completion certificate issued by the client, work order value with amendments, if any, shall be considered for the purpose of evaluation. Executed value or work order value, whichever is higher shall be considered for evaluation of pre-qualification. In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with his bid
4. In case of Sub contract works, the bidder is also required to submit a Certificate from the end user / Owner / Consultant of the Owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a subcontractor.
5. In case any bidder submits work order and completion certificate of any executed contract where the bidder had worked as a leader / member of Joint Venture / Consortium / Joint Bidder, the work value shall be worked out as per the percentage share of the bidder in the JV / Consortium / Joint bidding agreement. Further in case the bidder had executed only a certain portion of the composite job through such agreement, his experience shall be counted for that particular portion of the job executed by him only, as specified in the JV/ consortium / joint bidder agreement. For such cases, in addition to work order and completion certificate(s), bidder will also submit copy of JV / consortium / joint bidder agreement and work order & completion certificate(s) has to be issued in the name of such JV / consortium / Joint bidder OR in the name of the Leader with brief details of JV / consortium / joint bidder specified in the work order.
6. In case the bidder submit a copy of composite work order containing the supply, installation and AMC/CAMC /PWAMC/O&M contract for a certain period of contract. In case the AMC/CAMC/PWAMC/O&M is going on and supply installation part is completed by the Contractor well within the time limit specified in the tender and submitted completion certificate towards supply & installation indicating the AMC/CAMC/PWAMC/O&M part i.e. balance part of the work order is going on, the same is to be considered as completed work and the amount towards supply installation shall be considered for qualifying the bidder in PQC towards experience criteria. Such work orders in which both supply & installation and AMC/CAMC/PWAMC/O&M is completed, the same shall

be treated 'At Par' with the other work orders and bidder is required to submit the copy of work order and completion certificate for the complete work including AMC/CAMC/PWAMC/O&M part.

7. In case of ARC job, evaluation for experience criteria shall also be based on annualized value of work order (more than one year duration) or annualized executed value, whichever is higher and submitted by the bidder.
8. In case of Rate Contracts, which are running under extension after original contractual completion period, suitable document (certified by "WO issuing company" / Engineer-In-Charge) indicating executed value up to the original/extended completion period along with extension letter will be treated as proof of successful completion of work. For Rate Contract tender of duration one year or more, evaluation of the experience criteria will be done based on annualized value of the Rate Contract.
9. If the value indicated is in currency other than INR the same shall be converted in equivalent INR considering the conversion rate as on the date of issue of the reference order(s) based on SBI bill selling rate.
10. In case, a bidder submits any of the Pre Qualification supporting documents in any Foreign language other than English, then it will be the responsibility of the bidder to also provide the English translation copy of the such document duly certified, stamped and signed by their Local Chamber of Commerce/ Notary.
11. Relevant supporting documents towards other requirements specified are also to be uploaded along with Technical-commercial bid failing which bid is liable for rejection.
12. As this subject job is critical in nature so no relaxation of PQC for start-up and MSE vendor will be considered.
13. The offers with incomplete /irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
14. IOCL reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason.
15. Bidder cannot make any claim against IOCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
16. Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL has concern or apprehension regarding the authenticity/ correctness of any document, IOCL reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected and action will be taken as per provision in Gem.
17. IOCL reserves the right, if necessary, to ask for production of original documents pertaining to tender qualification criteria for verification purpose from the bidder.
18. After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice after the issue of the tender enquiry.
19. Offers not meeting statutory requirement are liable for rejection.
20. Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on GeM website : gem.gov.in only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit GeM website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
21. IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder
22. **TIE IN LOWEST OFFER:**

If system selection L1 option is available in Gem then the job will be awarded to L1 selected by the system.

Else tie breaking shall be done as per the following method.

In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount over previous quoted rate in a sealed envelope. In case there is still a tie, the bidder with highest annual turnover in the most recent financial year shall be considered as Lowest bidder.
23. **Bank guarantee for EPBG**

- Bidders may get the Bank Guarantee issued from any Bank recognized as Scheduled Bank by Reserve Bank of India. Earlier, upon receipt of the Original Bank Guarantee, IOCL was seeking confirmation of the same directly from the issuer Bank / branch to check the authenticity of instrument. However, for faster confirmation of the Bank Guarantee, henceforth Bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below.**

Field No	Description	Value
7034	Name of Beneficiary and his details	INDIAN OIL CORPORATION LIMITED
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110 001
7037	Sender to Receiver Information	IOCL9040

24. During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by Indian Oil. Such UPSI shall be held by the organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on a need to know basis and with the prior consent of Indian Oil. It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of Indian Oil while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of Indian Oil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the "Code for Prevention of Insider Trading in the Securities of Indian Oil", copy of which is hosted on the website www.iocl.com. Accordingly, it must be ensured that any UPSI, whenever received from the Indian Oil

(a) Shall be used solely for the purpose for which it is being disclosed;

(b) Shall be preserved and the secrecy of such information shall be maintained;

(c) Shall not be disclosed to any third party;

(d) Shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information;

(e) To notify Indian Oil immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party

The organization shall undertake that its employees & their immediate relatives, agents, sub contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Indian Oil shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

Security deposit

ePBG is marked as "No" on Gem portal but Security deposit is applicable for this job. Bidders need to submit Security deposit as per GCC & "SCC clause no. 26.0".

Total Security Deposit shall be 05% of the contract value of excluding GST.

And Initial Security Deposit out of the total Security Deposit shall be 2.5% of the contract value of excluding GST as mentioned in the GCC.

The offer shall be considered as invalid in the following case

If any bidder or L1 bidder quoted price becomes less than the total of fixed parts which is Rs 24,81,023.15 including GST, the offer(s) shall be considered as invalid offer and offers of other bidders shall be considered for ordering in based on their rank (L1) and PPP-MSE policy.

For details refer BOQ attachment in the bid documents.

Time Schedule	Time of Completion: 04 (Four) months which shall be reckoned from the date of site handover.																				
Earnest Money Deposit (EMD)	<p>Bid security Declaration is applicable in place of EMD</p> <p>Bidder has to submit a “Bid security Declaration” as per the format provided in the tender documents (ANNEXURE K)</p> <p>Bids submitted without Bid Security Declaration shall be treated as bid without EMD / Bid Security and shall be liable for outright rejection as per the terms and conditions specified in Techno Commercial Bid for treatment of any bid submitted without EMD.</p>																				
Splitting of tender	<p>Applicability of splitting of tender: Yes job is split able in to three parts</p> <p>The job will be split in Part-A, Part - B and Part-C RFQ ITEM NO. 00010,00020, of Schedule of Rates (Part A) and RFQ ITEM NO.00030, 00040, Schedule of Rates (Part-B) and RFQ ITEM NO. 00050,0006(Part-C) . three separate agencies shall be lined up for Part-A, Part- B and Part C. Further splitting shall not be done.</p> <p>Award of the highest value part of the job will be made to the lowest (L1) bidder. Award of remaining parts will be determined by offering a chance to other bidders to match their quoted price with the quoted / negotiated price of L1 in ascending order of their quoted price (L2,L3.....etc).</p> <p>This condition shall be read in conjunction with “Public Procurement Policy for Micro and Small Enterprises” and “PPP-MII”</p> <table><tr><td>Parts</td><td>RFQ item No.</td><td>Amount Excluding GST in INR</td><td>Amount including GST in INR</td></tr><tr><td>Part A</td><td>00010, 00020 of S OR</td><td>1,87,62,936.31</td><td>2,21,40,264.85</td></tr><tr><td>Part B</td><td>00030, 00040 of S OR</td><td>1,35,60,650.43</td><td>1,60,01,567.51</td></tr><tr><td>Part C</td><td>00050, 00060 of S OR</td><td>90,02,246.83</td><td>1,06,22,651.26</td></tr><tr><td>Total</td><td></td><td>4,13,25,833.57</td><td>4,87,64,483.61</td></tr></table> <p>Bidders are requested to quote on total landed cost which includes fixed parts, variable part & GST. While calculating percentage rate, the comparing shall be done on variable portion of the estimate only.</p>	Parts	RFQ item No.	Amount Excluding GST in INR	Amount including GST in INR	Part A	00010, 00020 of S OR	1,87,62,936.31	2,21,40,264.85	Part B	00030, 00040 of S OR	1,35,60,650.43	1,60,01,567.51	Part C	00050, 00060 of S OR	90,02,246.83	1,06,22,651.26	Total		4,13,25,833.57	4,87,64,483.61
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Total		4,13,25,833.57	4,87,64,483.61																		

Tender Inviting Authority	A Agarwal, DGM (CC) Phone no. 03224-223406, E-mail address: AGARWALA1@INDIANOIL.IN
Contact persons	<p>1. Saurav Kumar, AM-CC (Contracts): Phone no. 03224-223694, E-mail address: kumarsaurav2@indianoil.in</p> <p>2. M Deka, Senior Manager (Contracts): Phone no. 03224-252184, 223619, E-mail address: dekam@indianoil.in</p>

अनुबंध के अनुसार कार्य का संशोधित दायरा | Revised Scope of Work as per contract

[Click here](#) to download revised scope of work as per contract.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.