



**Indian Oil Corporation Limited
Refineries Division HQ, New Delhi
Materials & Contracts Section
Central Procurement Cell**

SPECIAL PURCHASE CONDITIONS (SPC)

Tender No. RHQMM25214

for

**Rate contract for two (2) years for procurement of FLP LED Luminaire
for all the refinery units of IOCL.**

This Tender Calls for Bids from Class-I and Class-II suppliers only

Indian Oil Corporation Limited
(Refineries Division)
(Materials & Contracts) Central Procurement
Cell
Scope Complex, Core-2, 7, Institutional Area,
Lodhi Road, New Delhi - 110003

[E-Tender Enquiry \(https://iocletenders.nic.in\)](https://iocletenders.nic.in)

IOCL intends to place Rate contract for two (2) years for procurement of FLP LED Luminaire for all the refinery units of IOCL.

The tender can be downloaded from IOCL E-Tender portal <https://iocletenders.nic.in>.

We would request you to download the tender and further quote in line with attached tender documents & submit the offer online through our aforementioned website on or before tender due date & time.

Special Instructions to Bidders (SIB)

1. Submission of Bids:

1.1 **Bids should be submitted in “Two Bid system” i.e. “Unpriced bid” and “Priced bid”.**

Part – I:

Un-price Bid complete with all technical and commercial details other than price, shall be submitted as per tender.

Part – II:

1.2 Priced Schedule (BoQ):

a) BOQ duly mentioning the quoted prices and other commercial data shall be submitted along with the offer. The BoQ should be uploaded strictly as per format available with the tender, failing which the offer is liable for rejection.

b) Any condition directly or implied recorded in priced bid shall be ignored or the bid shall be summarily rejected.

1.3 Full tender documents are not required to be loaded with the bid. It shall be assumed that the same have been accepted in totality except the deviation sheet duly filled and attached with the tender.

1.4 The documents shall be submitted in separate xls file in format as per the tender.

1.5 IOCL shall not be responsible for any delay in uploading the offer on our e-tender website.

1.6 **Bidders are requested to go through “Bidders Help Document for Preferential Bidding” before bid submission.**

1.7 **This Tender Calls for Bids from Class-I and Class-II suppliers only.**

2. Tender Opening:

2.1 The un-priced offers shall be opened online (on the e-tender website of IOCL) on the due date in our office as per notice inviting tender (NIT) and its subsequent corrigendum, if any. The priced offers of the bidder(s) whose un-priced offers are found techno-commercially acceptable shall be opened online on the e-tender website on a suitable date.

2.2 IOCL reserves the right to extend the tender due date before bid opening.

2.3 The intimation for opening of priced bids of the techno-commercially acceptable offers shall be sent from e-tender site before price bid opening (PBO).

2.4 Witnessing of opening of technical bid and price bid of the tender shall be online at our website i.e. <https://iocletenders.nic.in>.

2.5 Offers shall be submitted in online mode on the above mentioned IOCL e-tendering website during the prescribed period indicated in the NIT/Corrigendum thereof.

3. In the event of any irreconcilable conflicts, the hierarchy for acceptance shall be:

- (a) SPC (Special Purchase Conditions)
- (b) ATC (Questionnaire on Agreed Terms and Conditions)
- (c) Instructions to Bidders (ITB)
- (d) GPC (General Purchase Conditions)

The terms & conditions mentioned in SIB shall supersede those mentioned in ATC and terms and conditions mentioned in ATC shall supersede any condition in contradiction mentioned elsewhere in the tender documents.

4. Delivery Schedule:

6 (Six) Weeks on FOT dispatch point Basis

- i. Delivery period shall be counted from the date of release of Call-Up Purchase Order.
 - ii. Date of Lorry Receipt (LR) shall be considered as the date of delivery.
 - iii. Call-Up Purchase Orders shall be issued by respective Refinery units with reference to this Rate Contract and supply shall be on staggered delivery basis.
 - iv. Bidder can offer their best delivery period lesser than the delivery period asked in the tender.
5. **Earnest Money Deposit (EMD):** Nil. Bidders to submit Bid Security Declaration (BSD).
6. **Validity of Contract:** Rate contract will remain valid for a period of 2 years from the date of Award of Rate Contract / Letter of Acceptance (LOA). Rate Contract can be extended further for a period of one year on the same terms and conditions on mutual consent basis. Extension to be done to consume pending value of contract.
7. **Tentative Quantity:** Tentative quantities for two years are provided in Unpriced Bid.
The quantities mentioned in Unpriced Bid are tentative based on existing consumption pattern. Actual supply shall be based on Call-Up POs that shall be issued from time to time as per requirement of respective Refinery units which may be either lower or in excess of the tendered quantity.
8. **Freight variation:** Not applicable.
9. **Price Variation Formula:** Not applicable. Prices shall be firm and fixed.
10. **Integrity pact:**
Integrity pact documents dully filled, signed and stamped on each page as token of acceptance should be submitted by the bidder. Submission of duly signed Integrity pact, along with tender, is a mandatory prerequisite for bids to be eligible for further evaluation. The signed Integrity pact should be complete in all respect and is required to be uploaded in the e-tender portal along with the bid. Bid not having the duly signed Integrity pact attached with it will be rejected. Partial submission of Integrity pact document will also not be considered.
11. **Mode of Packing:** Vendor to ensure safe transportation and handling. Vendor shall be held liable for all damages/losses due to the defective or insufficient packing.
12. **Third Party Inspection:**
- 1. Inspection shall be as per Technical Specification clause – TYPE, ROUTINE AND ACCEPTANCE TESTS

LIST OF IOCL APPROVED THIRD PARTY INSPECTION AGENCIES: -

- 1. M/s APAVE TIV INDIA PRIVATE LIMITED.
- 2. M/s Bureau Veritas (India) Private Limited
- 3. M/s Certification Engineers International Limited
- 4. M/s Edlipse Engineering Global Private Limited
- 5. M/s Gulf Lloyds Industrial Services (India) Pvt. Ltd.
- 6. M/s International Certification Service Pvt. Ltd.

7. M/s Intertek India Pvt. Ltd.
8. M/s IRCLASS Systems and Solutions Pvt. Ltd.
9. M/s Meenaar Global Consultants LLP
- 10.M/s RITES LIMITED
- 11.M/s SGS India Private Limited
- 12.M/s TUV India Private Limited
- 13.M/s TUV Rheinland (India) Pvt. Ltd.
- 14.M/s TUV SUD South Asia Pvt. Limited
- 15.M/s VCS Quality Services Private Limited

2. Basic prices quoted by the vendor should be inclusive of TPI charges.

3. IBR Inspection charges: IBR inspection charges shall be inclusive in the quoted price. (if Applicable)

13. **Evaluation criteria:** Lowest bidder shall be decided based on Items wise and Refinery wise lowest landed cost basis and as per Annexure E.
14. **Confirmation of Bank Guarantee (EMD/PBG):** 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 767COV (for any amendment in Bank Guarantee) through the SFMS Platform as per the mandatory fields 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-110001
7037	Sender to Receiver Information	IOCL9000

Sample format of Request Letter for Transmission of Bank Guarantee Cover Message is enclosed.

In Case Bank is unable to provide confirmation through SFMS platform, Bidder to ensure that bank should provide confirmation of Bank Guarantee through email (Authorized Bank Email Id) to the tender issuing authorities.

15. **Transportation of Materials:**

Transportation of materials will be in the scope of vendor and shall be arranged by them up to respective Refinery units. Freight charge shall be quoted by the bidder in the "Agreed Terms & Conditions (ATC)".

Freight charges quoted by the bidder shall be paid against delivery of materials without any documentary evidence.

16. **Transit Insurance:** Inland Transit Insurance/ Marine Insurance will be in IOCL scope and shall be arranged by IOCL.

17. **Payment Term:**

Following payment terms shall be applicable.

For Supply: 100% of the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at Refinery Stores/Project Site and their acceptance.

For Transport: 100 % of the relative Price of Material(s) within 30 days of receipt of the Material(s) at Refinery Stores/Project Site and their acceptance.

Payment will be released by respective Refinery Units.

For any other payment terms necessary loading shall be done on the quoted price as per annexure on "Evaluation Criteria".

18. Minimum order value:

Minimum order Value for each Call - Up Purchase Order will be INR 1 Lacs. However, vendors can supply the less quantity on mutual discussion with the Respective refinery. The minimum order value to be considered as basic order value.

19. Performance Bank Guarantee (PBG):

Vendor who is awarded the rate contract shall submit the performance Guarantee by way of Bank Guarantee in the prescribed format from any Scheduled Indian Bank as per clause 5.2 e of General Purchase Conditions (GPC) and as per format of PBG attached as Annexure-C to GPC.

PBG of 5% of total contract value which should be valid till final delivery period plus 6 months plus 3 months claim period. PBG shall be submitted to Dy. General Manager (Materials), Central Procurement Cell, IOCL-RHQ, New Delhi within 45 days of issuing the rate contract.

PBG shall be strictly in IOCL's Proforma provided along with the tender documents and should be sent directly by banker. Panel of Banks for acceptance of Bank Guarantee is attached with the tender.

Vendor is requested to submit e-PBG through NeSL Portal.

20. Fall Clause:

- A. The price charged for the materials supplied under the Rate Contract, and subsequent Call Up Orders, by the supplier shall, in no event, exceed the lowest price at which the supplier sells or even offers to sell the materials (and associated services) of identical description to any Buying Entity, during the currency of the Rate Contract.
- B. If at any time during the said period, the supplier reduces its price or sells or even offers to sell the rate contracted materials (or associated services) at a price lower than the price chargeable under the Rate Contract (and subsequent Call Up Orders) , the Seller shall forthwith notify such reduction to the Purchase Authority who has issued this order and the price payable under the order for the materials supplied after the date of coming into force of such reduction or sale or offer of sale shall stand correspondingly reduced.
- C. The above stipulation will not apply to:
 - i) Export/Deemed Export by the supplier;
 - ii) Sale of goods (or associated services) as original equipment prices lower than the price charged for normal replacement;
 - iii) Sale of goods which have expiry date
 - iv) Sale of goods or services against a previous contract / order or extension thereof.
- D. The supplier shall furnish the following certificate along with each invoice for the Call Up Orders (against the Rate Contract):

"I/We certify that there has been no reduction in sale price of the materials (and associated services) of description identical to those supplied to IndianOil under the order and such materials (and associated services) have not been offered / sold by us to any Buying Entity upto the date of this invoice at a price lower than the price charged to IndianOil under the order."

In case materials (and associated services) are covered under Cl C above, necessary information shall be submitted along with the invoice by the Supplier.

21. Preferential Bidding:

Bidders intending to claim preferential benefit must comply with the requirements as explained below.

i. **For benefit during RA:** Not Applicable

ii. **For benefit during allocation:**

The documents submitted by the preferential bidders in the tender towards establishing their status and classification (either as MSE Class-I local supplier or MSE but non -Class-I local supplier or Non-MSE but Class-I local supplier or Non MSE non -Class-I local supplier) shall be the ONLY basis of purchase preference considered during allocation. For example, if a bidder wants to claim purchase preference as both MSE as well as Class I local supplier for allocation purpose, they must upload documents establishing their status as both MSE & Class -I local supplier. The purchase preference to be operated during allocation shall be independent of whether bidder has ticked any option in the portal or not.

Therefore, the methodology with respect to acceptance of claimed "Preference Category" in preferential bidding for the sole purposes of allocation shall be as per the following matrix:

Case	Selection of Preference Category in e-portal	Valid Document for Preferential treatment	Modality for preferential treatment in tender evaluation
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment.
3	NO	YES	To be considered for preferential treatment, wherever applicable
4	NO	NO	Will not be considered for preferential treatment.

Annexure-E**Evaluation Criteria**

1. Quoted prices in Indian Rupees for Indigenous Supply shall be considered for evaluation.

2. **Evaluation Methodology:**

Lowest bidder shall be decided based on Items wise and Refinery wise lowest landed cost basis.

Bidder has to submit the offer for supply to all the refinery units. In case any bidder takes deviation to supply only for selected units, their offer shall not be considered for evaluation and shall be rejected.

3. **Technical Acceptance of the offer:**

The bidder has to submit their offer as per tender documents and technical specification attached with the tender.

4. **Loading Criteria for evaluation purpose:**

A. **Indigenous Bidders:**

i. GST rate & HSN as quoted by the bidders (applicable extra).

Bid evaluation shall be done considering GST rate and HSN quoted by the bidders. The GST rate & HSN as quoted by the bidders shall be treated as 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. In case any input credit on GST becomes admissible, same shall be considered for evaluation.

In case bidder does not mention Taxes & Duties, the same shall be considered as "Borne by vendor" and included in quoted price.

ii. Transportation (Freight Charges): Freight charges quoted by the bidder in agreed terms & conditions (ATC) (applicable extra).

5. **Loading on account of deviation from Commercial Terms:**

a) **Payment terms:**

The applicable payment terms should be clearly indicated in the tender documents and bidders should be informed that if they take deviations to the specified payment terms, loading shall be done for interest implication at Benchmark Rate of State Bank of India (SBI) + 1% per annum simple interest applicable on the date of issuance of tender document which shall be mentioned in the tender documents.

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

b) **Respect for delivery dates and price discount (Delay Delivery):**

The difference between the quantum as per GPC and that offered by the bidder shall be loaded. For non-acceptance of this clause or for offering Liquidated Damages in lieu of Price Adjustment Clause of GPC, loading of 5% shall be done. In case the clause as per IOCL GPC is accepted but with maximum limit indicated as 5% of undelivered order value, loading of 2.5% shall be done.

c) **Performance Bank Guarantee (PBG):**

In case a supplier offers to give a PBG for less than the required amount, loading shall be done for the differential amount. In case a bidder gives PBG for less than the required period, the offer shall be loaded considering PBG not given.

d) **Technical loading**, if any will be done as per technical specifications.

Request Letter: Transmission of Bank Guarantee Cover Message

Date: _____

The Manager,
(Bank),
(Branch)

Sub: Inclusion of unique identifier code of IOCL while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC – ICIC0000007).

Dear Sir/Ma'am,

I/We, _____, request you to include following details while sending the e-message id IFN 760 COV for any new bank guarantee and e-message id IFN 767 COV for any bank guarantee amendment (Renewal) through the SFMS Platform. The SFMS message to be sent on following beneficiary details of Indian Oil Corporation Limited.

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-110001
7037	Sender to Receiver Information	IOCL9000

Thanking You, _____

(Vendor/Customer)