



31. Federal Bank
32. Exim Bank
33. ING Vysya Bank
34. Axis Bank
35. Yes Bank
36. Citi Bank n.a.
37. HSBC Bank
38. Deutsche Bank ag
39. Bank of America n.a
40. Royal Bank of Scotland
41. BNP Paribas
42. Bank of Nova Scotia
43. Bank of Tokyo-Mitsubishi UFJ Ltd.
44. Mizuho Corporation Bank Ltd
45. Barclays Bank Plc
46. ANZ Bank
47. JP Morgan Chase Bank
48. Standard Chartered Bank
49. DBS Bank
50. First Rand Bank

BGs from any bank other than above can be accepted only if the same is counter-guaranteed by any of the above 50 banks.

The rating of bank sanctioning the BG should not fall below the rating of 'A' from Moody's or equivalent (from other rating agency) in case of foreign bank and rating of at least 'AA' from CRISIL or equivalent (from other rating agency) in case of Indian banks during the tenor of the BG. In case the rating falls below threshold level at any time during the tenor of BG, the party will arrange to replace the BG, at its own cost, through any of the bank acceptable to IOC.

#### 1.4 GENERAL GUIDELINES TO THE VENDOR TO SUBMIT THE QUOTATION:

- 1 Bids should be submitted online (<https://iocletenders.gov.in/>) by the bidder in complete accordance with our tender document and its attachments. Bids should be submitted in "two bid system" i.e. "un-priced bid" and "priced bid".

A) Part-I: Un-priced bid, complete with all technical & commercial details other than price shall be submitted online essentially containing the following documents:

- i) **Undertaking of Tender Acceptance as per attached Format ONLY. The declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.**
- ii) Documentary evidence of bidder as specified in the Pre-Qualification Criteria.
- iii) **Deviations if any, to be mentioned in Commercial Annexures only. Deviations given elsewhere in the offer other than these annexures shall be null & void.**
- iv) All commercial details like Price basis (clearly specify FOR/Ex-works Point), Packing & Forwarding Charges, bidder's GST details, GST rate of tender item, HSN code of tender item, Freight, Transit Insurance, Delivery schedule, Validity of offer, Payment terms etc. are to be mentioned in the Agreed Terms & Conditions only.
- v) Agreed Terms & Conditions towards acceptance of IOCL GPC as per format.
- vi) Valid copy of MSE certificate ( if applicable ). **IN CASE THESE DOCUMENTS ARE NOT APPLICABLE, PLEASE UPLOAD A PDF FILE, ONLY INDICATING "NOT APPLICABLE"**
- vii) Any other documents IF specifically asked for in the tender.



- viii) Bids complete in all respects, enclosing the attachments, should be submitted online through IOCL e-tendering website (<https://iocletenders.gov.in>) up to documents upload date & time and un-priced part shall be opened from 1500 hrs IST onwards on bid opening date.
- ix) The validity of the offer should be for a minimum period of 120 days from the opening date of un-priced bid of this enquiry. However, in case we require further validity extension due to some unforeseen conditions, the same should be extended at the same price, terms & conditions as quoted in the original offers.

**B) Part-II: "Priced bid" part shall have only Price Schedule (BOQ) with prices duly filled in.**

- 2 Any effort by bidder, consultant or representative, however described, to influence the owner in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning the award of the contract shall entail rejection of the bid.
- 3 IOCL reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. IOCL also reserves its right not to accept the lowest rates quoted by the tenders and also to split the order as per our requirement, as well as allow purchase preference to Public Sector Undertaking/ MSE/ other entities as per Govt. of India guidelines from time to time.
- 4 Tender issuing authority is not responsible for the delay / nondownloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.
- 5 Bidders should quote competitive prices considering the fact that price negotiations, if required, shall be held with the lowest techno-commercially qualified bidder only. Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations.
- 6 Unless specified otherwise in the tender, the entire system including the components shall be under a warranty of minimum 18 months from date of delivery or 12 months from the date of commissioning, whichever is earlier.
- 7 For matters of interpretation, basic tender document shall prevail over General Purchase Conditions.
- 8.1 The bidder entity should ensure that only one bid is submitted by them directly or by their Agent on behalf of the bidder entity or as a consortium partner. In case it is found that bidder entity has submitted more than one bid , all their bids in the tender are liable for rejection.

"Agent" for the above purpose would be one who agrees and is authorized to act on behalf of another, a Principle, to legally bind an individual in Particular business transactions with third parties pursuant to an agency relationship.

Submission of bids by different offices/ branches of the bidder entity will be considered as bids from the same bidder entity and will be liable for rejection.

A Company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.

- 8.2 Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) may, however, appear in different offers submitted by different tenderers.



- 8.3 (i) A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- (ii) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- (iii) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- (iv) A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.
- 8.4 By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or a multiple bid as understood or deemed in terms of this clause.
- 8.5 All the multiple bids of a bidder shall be rejected and the Earnest Money Deposit for all such bids shall be forfeited, 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.
- 9 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.
- 10 The bidders shall quote / submit price bid in figures as per the BOQ Format only.
- 11 Statutory variation in GST rate shall be as per GPC cl. no. 17.0.
- 12 In case any new tax / duty is introduced after placement of order but within the contractual delivery period the same shall be to IOCL's account against submission of relevant documents.
- 13 Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 14 IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 15 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 interests of IOCL.

**Signing of tender :**

- 16 The tender shall contain the name, residence and place of business of the person(s) making the tender and shall be signed by the bidder with his usual signature. Partnership firms shall furnish the full name of all partners in the tender and shall annex a copy of the Partnership Deed to the tender. It shall be signed in the partnership name by all the partners or by duly authorized representative followed by the name and designation of the person signing. Tenders by Corporations shall be signed in the name of Corporation by a person duly authorized to do so.
- 17 The person signing the tender shall state his capacity as also the source of his ability to bind the bidder. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the tender. The Owner may reject outright any tender unsupported by adequate proof of the signatory's authority.



18 When a bidder signs a tender in a language other than English, the total amount tendered should in addition be written in the same language. The signature should be attested by at least one witness.

**Witnessing :**

19 In case of e-tendering witnessing bid opening has no relevance since bidders can view the same online from anywhere.

**Canvassing :**

20 Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the bidders who resort to canvassing shall be liable to rejection.

**Retired Company Directors :**

21 No Director of IOCL is allowed to tender for a period of two years after his retirement from the employment of the Owner, without the previous permission of the Owner. The Contract if awarded is liable to be cancelled if the bidder is found at any time to be such a person and has not obtained the permission of the Owner before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualification shall apply to every partner of a partnership firm. The bidder is required to state whether he is a relative of any Director of our Corporation, or the bidder is a firm in which Director of our Corporation or his relative is a partner or bidder is company in which Director of our Corporation is a member or Director.

**Addenda :**

22 Any addendum/Corrigendum/Sale date extension in respect of above tenders shall be issued on our website: <https://iocletenders.gov.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves update.

**Authority for Uploading of Bids with DSC :**

23 Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:

In case of Proprietary Concern	* If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. * If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern
In case of Company	* Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company OR * POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company
In case of Partnership Firm/ LLP	POA along with Deed of Partnership / LLP Agreement.
In case of Co-Operative Society	Copy of resolution passed as per Society Rules

**Information required from foreign suppliers / contractors / consultants :**



24 (i) It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case their receipts are subject to tax deduction at source in India:

a. PAN Number as per the Indian Income Tax requirements failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.

b. Tax Residency Certificate (TRC) containing prescribed particulars from the Government of foreign country in order to claim the benefits of Double Taxation Avoidance Agreement (DTAA) as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax @25% will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

c. In addition to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form number 10F (enclosed in ATC & Commercial Annexure). Form 10F has to be signed & verified by the assessee himself.

(ii) If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder.

(iii) However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC.

(iv) The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.

**Tax Residency Certificate (TRC) :**

25 Tax Residency Certificate (TRC) obtained by the Non-Resident from Government of Foreign Country shall contain the following particulars:

- (a) Name of the assessee;
- (b) Status (individual, company, firm etc.) of the assessee;
- (c) Nationality (in case of individual);
- (d) Country or specified territory of incorporation or registration (in case of others);
- (e) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- (f) Residential status for the purposes of tax;
- (g) Period for which the certificate is applicable; and
- (h) Address of the applicant for the period for which the certificate is applicable;

**1.5 TIME FOR COMPLETION:**

1 The time allowed for completion of the work shall be reckoned from the date of Letter of Acceptance (LOA) / Purchase Order (PO).

1. Time Schedule for Supply, Installation, Testing & Commissioning of 450 KWp Solar PV plant: 6 (Six) months from the date of LOA/PO.

2. Performance Guarantee Test within 4 months & project acceptance within 12 months from the date of project commissioning.

Staggered delivery of material is acceptable.

Bidders must quote their best delivery schedule counting from the date of LOA / PO.



**1.6.1 MODE OF PAYMENT & ACCEPTANCE CRITERIA:**

1 Bidders may note that IOCL (GR) shall release all payments through e-payment mode (RTGS / NEFT/ ACCOUNT TO ACCOUNT TRANSFERS) only and NOT through any other mode. All bank charges incidental to payment against dispatch documents through bank (if applicable) shall be to vendors account only.

2 Payment shall be made against each milestone as indicated and shall be applicable only when the work has been accepted in accordance with the tender specification up to that particular stage. IOCL shall pay the vendor in the following manner and at the following times, on application for payment by the Contractor as work proceeds.

1. Sixty Percent (60%) of Material Cost: On receipt, physical inspection, certification and acceptance of all material/equipment at stores (including mandatory spares) received and stored at stores.

2. Twenty percent (20%) of Material Cost: On completion of all installation jobs and successful Commissioning of the Solar PV System.

3. Ten percent (10%) of Material Cost: On successful completion of Performance Guarantee Test (PGT), as described and detailed in Annexure

4. Ten percent (10%) of Material Cost: After one year from successful installation & commissioning of Solar PV System.

Hundred (100%) of Installation, Testing & Commissioning Cost: On successful completion of Performance Guarantee Test (PGT) for each milestone.

Please note that the above Payment Terms shall not cause any alteration in submission of Performance Bank Guarantee (PBG) by the Contractor as per GPC or clauses pertaining to PBG mentioned anywhere else in IOCL Tender Document.

Any deviation may attract suitable loading or offer may be liable for rejection.

For the cases where payment is to be made through IOCL-GR's banker against dispatch documents, bidders are requested to note the following :

A) In case of delay beyond stipulated delivery period, vendor to reduce the suitable amount towards late delivery in their invoice itself before presentation of documents to the bank for payment.

Bidders may refer IOCL GPC clause no.12.0 for price reduction clause for delayed delivery beyond CDD.

B) Any deductions in lieu of deviations to the terms and conditions of the purchase order shall be suitably incorporated by the vendor in the invoice presented, else the vendor shall have to necessarily provide a credit note upon intimation by IOCL within a stipulated time period and any delay in payment due to the delay in providing credit note shall be to the vendor's account

**1.6.2 TAX CLAUSE FOR GST PAYMENT IN SUPPLIES OF GOODS CONTRACT:**

1) The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to IOCL.



2) GST invoice shall contain the following particulars-

- (A) Name, Address and GSTIN of the Supplier;
- (B) Serial Number of the Invoice not exceeding 16 characters containing alphabets or numbers or special characters - hyphen or dash;
- (C) Date of Issue;
- (D) Name, Address and GSTIN or UIN, If Registered of the Recipient;
- (E) Name and Address of the Recipient and the Address of the Delivery, Along With the State and Its Code,
- (F) HSN Code of Goods or Accounting Code of Services;
- (G) Description of Goods or Services;
- (H) Quantity in Case Of Goods and Unit or Unique Quantity Code Thereof;
- (I) Total Value of Supply of Goods or Services or both;
- (J) Taxable Value of Supply of Goods or Services or Both Taking Into Discount Or Abatement If Any;
- (K) Rate of Tax (Central Tax, State Tax, Integrated Tax (For Inter-State Supply), Union Territory Tax or Cess);
- (L) Amount of Tax Charged In Respect of Taxable Goods or Services (Central Tax, State Tax, Integrated Tax (For Inter-State Supply), Union Territory Tax or Cess);
- (M) Place of Supply Along With the Name of State, In Case Of Supply In The Course of Inter-State Trade or Commerce;
- (N) Address of the Delivery Where the Same is Different from the Place of Supply and
- (O) Whether the Tax is payable under Reverse Charge Basis.
- (P) Signature or Digital Signature of the Supplier or his Authorised Representative.

3) GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- (A) The original copy being marked as original for recipient;
- (B) The duplicate copy being marked as duplicate for transporter and
- (C) The triplicate copy being marked as triplicate for supplier.

4) In case of any advance given against any supplies contract, the supplier of the goods shall issue receipt voucher as Statutorily required

5) It's the obligation on the part of bidder / vendor / contractor / consultant to discharge his liability by payment of GST to Government of India in cash or utilisation of input tax credit in respect of such supply of services through GST invoice under this contract, so that owner will avail input tax credit on such supply. In the event that the input tax credit of the GST charged by the bidder / vendor/ contractor / consultant is denied by the tax authorities to owner due to reasons attributable to bidder / vendor, owner shall be entitled to recover such amount from the bidder / vendor/ contractor / consultant by way of adjustment from the next invoice or from bank guarantee. If balnces from next invoice or from bank guarantee is not available, vendor is liable to pay the amount equivalent to loss of credit to IOCL In addition to the amount of GST, owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on owner.