



IndianOil

Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1

NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.

NOTICE INVITING TENDER (NIT)

SUB : Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.

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1. Indian Oil Corporation Ltd (IOCL) is India's flagship national oil company with business interests straddling the entire hydrocarbon value chain – from refining, pipeline transportation and marketing of petroleum products to exploration & production of crude oil & gas, marketing of natural gas and petrochemicals. It is the leading Indian corporate in the Fortune 'Global 500' listing, ranked at the 212th position in the year 2021.
2. Presently, IOCL proposes to set up Captive Solar Power Project on Lump-sum Turnkey (LSTK) basis through qualified selected bidder.
3. IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors of Category-II (meant for Solar PV Plant of capacity ranging from 50 KWp to 500 KWp) through competitive bidding in two-bid system (i.e. PART-I : Techno-Commercial Bid and PART-II : Price Bid) for the brief Scope of Work mentioned hereinafter.

4. Brief Scope of work

- 4.1. Part-A : Engineering, Procurement and Construction (EPC) of 350.0 KWp On-Grid Captive Solar PV (SPV) Plant on turnkey basis on the premises of IndianOil's LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal inclusive of comprehensive O&M of the SPV Plant for a period of one year from the date of successful project commissioning.
- 4.2. Part-B : Operation & Maintenance of Solar Plant for a further period of 2 years from the date of completion of work mentioned in Part-A.

The detailed scope of work to be carried out under this contract is defined in Chapter-5 (Job specifications).

5. Indian Oil has initiated e-tendering for procurement of works and services through its website <https://iocletenders.gov.in>. Bidder is requested to obtain Class-3 Digital Signature Certificate (DSC) from any authorized certifying agency and register itself with IOCL on this website using the DSC. Detailed instructions are available on the website.



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6. BRIEF DETAILS OF THE TENDER:

6.1.	NAME OF WORK	Engineering, Procurement and Construction (EPC) of 350.0 KWp On-Grid Captive Solar PV (SPV) Plant on turnkey basis on the premises of IndianOil's LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.
6.2.	TENDER NO: e- TENDER ID:	RCC/ERO/37/2021-22/LT-138 2021_ERO_142347_1
6.3.	Estimated Value of Work	Rs. 1,79,40,163.82 (Inclusive of GST).
6.4.	TIME OF COMPLETION Part-A	16 months (4 months for project commissioning + 12 months of inclusive O&M) from date of Site Handing Over (SHO).
6.5.	TIME OF COMPLETION Part-B	24 months from date of completion of Part-A.
6.6.	DOWNLOAD OF TENDER DOCUMENT	As per e-tender portal
6.7.	CONTACT PERSON	Name: Vikas Bharti Designation: Sr. Contracts Officer, RCC, ERO Contact No: 8542021802 Email-ID: bhartiv@indianoil.in Address: 9th Floor, Indian Oil Bhavan, 2 Gariahat Road, Dhakuria, Kolkata-700068.
6.8.	PRE BID MEETING	As per e-tender portal. Bidders to note that No pre-bid meeting shall take place in person. All bidders intending to raise queries shall do so either through e-mail to the contact person or through seek clarification option on e-tender portal, before the due date & time of pre-bid meeting. Bidders may visit IOCL Budge Budge Bottling Plant to have the complete idea/ information pertaining to the entire scope of works before the Pre-Bid meeting. Bidders need to provide the list of clarifications required, if any, along with Para/clause no. of the tender document, before the pre-bid meeting. Tenderers may also note that after the clarifications are given against the points raised before Pre Bid Meeting, no further deviation shall be permitted and



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		such clarifications shall be binding on all bidders.
6.9.	OPENING DATE AND TIME OF E-BID SUBMISSION	As per e-tender portal
6.10.	CLOSING DATE AND TIME OF E-BID SUBMISSION	As per e-tender portal
6.11.	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	As per e-tender portal
6.12.	Note: Corporation reserves the right to revise/ extend any Date/ Time from scheduled timelines of published tender.	
6.13.	EARNEST MONEY DEPOSIT	<p>NIL,</p> <p>Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, the bidder shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD as per the standard format attached as Annexure-10.</p> <p>The requirement of submission of bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMDs (MSEs as per PPE, Startups, CPSEs & JV)</p> <p>If the bidder could not upload requisite EMD waiver document i.e. "BID SECURITY DECLARATION in lieu of EMD", his bid is "liable to be rejected".</p>
6.14.	BID VALIDITY	04 (Four) months from last date of bid submission.
6.15.	Implementation of guideline pertaining to Insolvency and Bankruptcy Code (IBC) in tender	
a.	IBC	Undertaking related to Insolvency & Bankruptcy Code, 2016 – Applicable / Not applicable (Refer Annexure-22), to be submitted by the bidder along with Bid.
b.	Undertaking related to Insolvency & Bankruptcy Code, 2016	<p>Bidders under insolvency or liquidation or Bankruptcy proceedings under insolvency and Bankruptcy Code, 2016 Offers from the following type of bidders shall not be considered:</p> <p>(a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under insolvency and Bankruptcy Code, 2016 (code) or any</p>



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	<p>other applicable law (in case where code is not applicable),</p> <p>(b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder at any stage of evaluation of the bid.</p> <ul style="list-style-type: none">• In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder, after submission of its bid but at any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).• If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, is any form whatsoever.• IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.• In case where the bid of 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 future processing.• If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to
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		<p>any other any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.</p> <p>A declaration/ undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid. (Annexure- 22).</p>
6.16.	Instruction to Bidder/STC	<ol style="list-style-type: none">1. Tenderers who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.2. If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/ restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

7.0 BRIEF TERMS AND CONDITIONS

- a) The subject tender is an e-tender & can be downloaded from IOCL website, <https://iocletenders.gov.in> Tender Document will not be issued in person or sent by post. Bidder is mandated to get enrolled on e-Tendering portal (<https://IOCLetenders.gov.in>). Bidders shall not have to pay cost of bidding document.
- b) Bidder is advised to read the instructions for e-tendering from the website <https://IOCLetenders.gov.in>. The Help Documentation placed at Home Page provides necessary guidance to bidder for using the e-Tendering site. A user id will be issued to bidder by e-Procurement administrator for participation in e-tendering.
- c) The Tenderer shall furnish all necessary documents for the bidding entity along with their offer.



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- d) Any bidder who has downloaded the tender document from IOCL website shall not construe the same as his qualification for the tendered work.
- e) Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- f) IOCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process
- g) IOCL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- h) Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- i) Fax/ E-mail / Hard Copy of bids shall not be accepted.
- j) IOCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- k) At any time prior to the deadline for submission of bids, IOCL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by amendment.
- l) The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- m) In order to extend reasonable time to bidders for considering amendments while preparing their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.
- n) In exceptional circumstances, IOCL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the response there to shall be made by Fax / e-mail/ e-Tender portal. The bidder, extending the validity of the bid, will not be permitted to modify the bid.
- o) After opening of bids, to assist in the examination, evaluation and comparison of bids, IOCL may, at its discretion, ask the bidder for a clarification on its bid. The request for such clarification and the response shall be in writing through e-Tender portal only.
- p) IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- q) Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.



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- r) Contractor shall raise all the bills in the name of IOCL, specific to location or State/Head Office as mentioned in the Letter of Award (LOA) and/or Contract Agreement.
- s) Any legal dispute shall be within the jurisdiction of court at Kolkata.

Indian Oil Corporation Limited,

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INSTRUCTIONS TO BIDDERS (ITB)

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1. GENERAL

- 1.1. Indian Oil Corporation Limited (IOCL) hereinafter referred to as Indian Oil, is India's largest corporate with business spanning various elements of the oil value chain including refining, pipeline transportation and marketing of petroleum products. Indian Oil intends to set up 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project on the premises of Indian Oil's Budge Budge Bottling Plant at South 24 Paraganas dist., West bengal, on EPC/LSTK (Lump-Sum-Turn-Key) basis through qualified selected bidder.
- 1.2. IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors of Category-II (meant for Solar PV Plant of capacity ranging from 50 KWp to 500 KWp) through competitive bidding in two-bid system (i.e. PART-I : Techno-Commercial Bid and PART-II : Price Bid) for the brief Scope of Work mentioned hereinafter.
- 1.3. The subject tender is an e-tender and available on Indian Oil website <https://www.iocletenders.gov.in>. The bidding documents are and shall remain the exclusive property of Indian Oil without any right of the Bidder to use them for any purpose except bidding and with reference to the work.
- 1.4. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical Bid sent through Fax / Email / Courier / Post will not be acceptable. Bidder is advised to quote strictly as per terms and conditions of the tender documents for e-bidding and not to stipulate any deviations / exceptions.
- 1.5. Bidder is required to obtain a legally valid Class-3 Digital Signature Certificate (DSC) for its user who is authorized to submit bid on-line from the licensed Certifying Authority (CA). In case bidder already possesses the digital signature issued from authorized CA, same can be used in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail.
- 1.6. On no account will any person to whom bidding documents are furnished, part with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished to bidder in strictest confidence.

2. BRIEF SCOPE OF WORK

The scope of the contractor shall be, including but not limited to

Part A - Engineering, Procurement and Construction (EPC) of 350.0 KWp On-Grid ground mounted Captive Solar PV (SPV) Plant on turnkey basis on the premises of IndianOil's LPG Bottling Plant at Budge Budge, Dist.- Sounth 24 Paraganas, West

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Bengal inclusive of comprehensive O&M of the SPV Plant for a period of one year from the date of successful project commissioning.

Part B - Operation & Maintenance of plant for a further period of 2 years from the date of completion of work mentioned in Part-A.

The detailed scope of work to be carried out under this contract is defined in Chapter-5 (Job specifications).

3. SITE VISIT

- 3.1.** Bidder shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies / labour and shall collect other relevant information that may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.
- 3.2.** Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost of thereof. The bidder shall be deemed to have him independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 3.3.** Bidder shall be deemed to have visited and carefully examine the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and the access to the site for developing Solar Power Project.
- 3.4.** Bidder is deemed to have acquainted himself of government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.
- 3.5.** Bidder shall obtain all necessary clearances/ permission/ NOCs etc. for development of Solar Power Project at site.
- 3.6.** Any neglect or omission or failure on the part of the bidder in obtaining necessary clearances and reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.
- 3.7.** Contact person for site visit:

Hitendra Singh, AM(LPG-Engg)
Budge Budge Bottling Plant
Indian Oil Corporation Limited
Mob.: 9830304622
Ph.: 9007098988

4. TENDER DOCUMENT

- 4.1.** The tender document includes the following:-

PART-I: TECHNO-COMMERCIAL PART

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 <p>NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.</p>
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1. Special instructions to bidders for participation in e-tendering
2. Notice inviting tender (NIT)
3. Instructions to Bidders (ITB)
4. Special Conditions of Contract (SCC)
5. Job Specifications
6. General Conditions of Contract (GCC-LSTK)
7. Annexures
8. Unpriced Price Bid

PART-II: PRICE PART

1. Price bid

Bidder is advised to read carefully all instructions and conditions appearing in this document and understand them fully. Bidder is expected to examine the tender documents, including all instructions, and specifications in the tender document. Bidder shall satisfy himself when he submits his offer against this invitation to bid. All information required as per the tender document must be furnished. Failure to furnish all the information required by the tender documents or submission of tender not substantially responsive to the tender document in every respect may result in the rejection of the tender.

5. PRICE OF TENDER DOCUMENT

- 5.1. Tender fee is NIL.
- 5.2. Bid documents shall remain the exclusive property of the Owner without any right with the Bidder to use them for any purpose except for the purpose of tendering and for use by the successful Bidder with reference to the work.
- 5.3. Bidder, to whom the tender has been issued, shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been issued to the bidder solely for the purpose of bidding.
- 5.4. The tender document is non-transferable.

6. BIDDING DOCUMENT

- 6.1. Bidder shall upload the tender document as a token of acceptance of tender conditions. The bidding documents shall not be transferred to any other agency.

7. SUBMISSION OF OFFER

- 7.1. Bids shall be based strictly on the terms, conditions and specifications contained in the Tender document.

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7.2. The Tender shall be submitted in “**two bid system**” in two parts viz. PART-I and PART-II as detailed below in two separate parts. Full name, postal and telegraphic address, FAX number of the bidder shall be given as specified. Further, both parts shall be uploaded separately :

Part I (Techno-commercial Bid)

Technical and commercial aspects of the offer with the techno-commercial part of the tender documents with **NO PRICE** indicated therein and Annexures to be uploaded as mentioned.

Part II (Price Bid)

Price Bid part of the offer (**not to be opened with PART-I**) shall be uploaded separately. It shall be noted that this part shall contain only PRICE. Any condition mentioned in Part-II of the tender by the bidder shall not be considered.

7.3. All amendments to tender documents issued by Owner subsequently, if any, must be uploaded along with the Bid. The Bid uploaded by the Bidder shall take into account all such amendments.

7.4. PART-I (Techno-Commercial Bid)

S.No.	Documents to be submitted along with Techno-Commercial Bid
1.	Declaration for Acceptance of Tender terms and conditions on Bidders Letter head as per attached format separately in the e-tender portal.
2.	Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/Liquidation in the attached format (On Bidders Letter head). (Annexure-13)
3.	Bid Security Declaration in lieu of EMD in the attached format- (Annexure-2) (On Bidders Letter head)
4.	Compliance Certificate for bidder about land border sharing with India – (Annexure-15) (On Bidders Letter head) .
5.	Undertaking for non-tampering of tender forms and electronic data as per the attached format – (Annexure-1) (On Bidders Letter head) .
6.	Undertaking pertaining to Purchase Preference linked with Local Content (for Bidders claiming Purchase Preference linked with Local Content) in the attached format. (Annexure-16) (On Bidders Letter head) .

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The techno commercial part shall be un-priced and no price shall be mentioned here.

7.5. PART-II (Price Bid)

- 7.5.1. Bidders should upload price part / BOQ duly filled in all respects.
- 7.5.2. BOQ/Price bid shall contain only price and no conditions whatsoever.
- 7.5.3. The lump sum and agreed price for supply, erection & commissioning of complete Solar Power Project shall be as per SCHEDULE OF RATES / BOQ and shall include all cost towards equipment, labour & laboratory back-up, logistics, transport, travel and stay arrangements and other incidentals as may be necessary for rendering the services in totality as per detailed Specifications.
- 7.5.4. The lump sum and agreed price towards Operation & Maintenance of complete Solar Power Project shall be as per SCHEDULE OF RATES / BOQ filled individually for two years. The O&M shall include all cost towards operation, maintenance, repairs, replacements, equipment, labour & laboratory back-up, logistics, transport, travel and stay arrangements and other incidentals as may be necessary for rendering the services in totality as per detailed specifications.
- 7.5.5. The price shall be firm and no escalation shall be paid. Payment shall be made after all statutory deductions as applicable to such type of contracts. The rate quoted shall be deemed to be inclusive of all salaries and other cost, expenses of employees, cost of spares, , tools and tackles, insurance, etc. and liabilities of every description and all risk of every kind to be taken in operation, maintenance and handing over the project to the Owner. The taxes, duties and levies shall be paid by the Owner on actual basis as mentioned in Clause 18 of Chapter-4. Owner shall not be responsible for any such liability on the bidder in respect of this contract and exclusion of any applicable taxes in the bid including service tax at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- 7.5.6. The contract price shall be deemed to be firm and valid for the entire duration of the contract till the completion of work, and shall not be subject to any adjustment due to increase in price of materials, utilities, taxes, duties etc. or any other input for performance of work and the contract. However revision of taxes and duties by Governments at later date after award of work will be considered during payment as mentioned in Clause 18 of Chapter-4.
- 7.5.7. The bidder shall upload the bid on or before the due date and time set out for the same.
- 7.5.8. Tender documents as uploaded by bidder shall become the property of Indian Oil.
- 7.5.9. Indian Oil shall not be liable for any obligation until such time Indian Oil has communicated to the successful bidder its decision to entrust the work.
- 7.5.10. The techno commercial part shall be un-priced and no price shall be mentioned here.

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- 7.6. Submission of information and details shall be done strictly in the manner described. In case the relevant data/details/information in respect of the above is not furnished in the technical part, the tender shall be liable for rejection.
- 7.7. Offer not complying with above submission procedure will be rejected. The bid including all uploaded documents shall be digitally signed by duly authorized representative of the bidding company.
- 7.8. Owner shall not be responsible for any delay in uploading of bids for any reasons whatsoever.
- 7.9. Owner may at its sole discretion, extend the bid submission due date / time.
- 7.10. Bid document shall be checked before submission to ensure that all information / documents required for qualification are included.
- 7.11. Transfer of bid document issued to one prospective Bidder to any other party is not permissible.
- 7.12. The Bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.
- 7.13. All costs towards site visit(s), conference(s), preparation and submission of bids shall be borne by the Bidders themselves.
- 7.14. After receiving of proposal and till final selection of successful Bidder(s), no correspondence of any type will be entertained, unless called for by Owner. Any type of uncalled for clarifications on prices and or rebates shall not be accepted.
- 7.15. The Bidder must quote the prices in line with the formats provided in the document.
- 7.16. Successful Bidder will be required to execute a Contract Agreement in the prescribed format. In the event of failure of Bidder to execute the contract agreement within specified period from the date of receipt of acceptance of the bid, the full earnest money deposited shall be forfeited.
- 7.17. Bid proposal preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 7.18. Bidders shall declare that they are not under liquidation, any court receivership or similar proceedings.
- 7.19. Bidder to note that appropriate Grievance Redressing Mechanism is available for all such bidders participating in the tender.
- 7.20. Bidders are advised to submit offers in accordance with the terms & conditions and specifications contained in the tender document.

8. CONSORTIUM

Bids submitted by a Consortium shall NOT be accepted. Experience of only bidding entity will be considered for qualification.

9. DEVIATIONS

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.
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Bidders are advised to submit offers strictly based on the terms and conditions and specifications contained in the bid documents. This is a “Zero Deviation” bidding process. Bids with any deviation to the bid conditions shall be liable for rejection. The bidder has to submit the undertaking as per **Annexure-9**.

10. EARNEST MONEY DEPOSIT (EMD)

10.1. Requirement of EMD against this tender has been waived by requirement of submission of Bid Security Declaration in lieu of EMD.

All bidders have to mandatorily submit “**Bid Security Declaration in lieu of EMD**” as per following Format— **Annexure-10**

Requirement for submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMDs (MSEs as per PPP, Startups, CPSEs and JVs).

In case of non-submission of Bid Security Declaration, the bid will be liable for rejection.

Tenderers are requested to submit Bid Security Declaration as per **Annexure-10** in lieu of earnest money deposit.

11. VALIDITY OF OFFER

11.1. Tender submitted by the bidder shall remain valid and open for acceptance for a period of not less than 4 (four) months from the last date of bid submission. However, Indian Oil reserves the right to cancel such tender and refloat the same.

11.2. In exceptional circumstances, prior to expiry of the original bid, the owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax/ e-mail. A Bidder may refuse the request without forfeiting his bid security. A Bidder agreeing to the request will not be permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly. The provisions of discharge and forfeiture of bid security shall continue to apply during the extended period of the bid validity.

11.3. The bid and rates offered for Part-B of SOR shall remain valid for a period not less than 24 months from date of successful completion of Part-A of the tender.

12. RIGHT OF OWNER TO ACCEPT OR REJECT TENDERS

12.1. The right to accept the tender in full or in part/parts will rest with Owner. However, Owner does not bind itself to accept the L-1 Bid and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 <p>NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.</p>
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12.2. Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.

12.3. The Bidder should note that the tendering can be abandoned / cancelled, if the owner deems fit, without assigning any reason whatsoever. No compensation shall be paid for the efforts made by the Bidders.

13. PRE BID MEETING

The pre bid meeting shall be held as per the schedule in the NIT to clarify the techno-commercial issues related to the tender. The authorized representatives of the parties shall only be allowed to attend the meeting.

14. BID EVALUATION METHODOLOGY

14.1. Evaluation of both un-priced bids and priced bids shall be done separately.

14.2. Techno-commercial evaluation of the un-priced bids shall be carried out first. This will be done on the basis of documents furnished by the bidder and completeness & conformity of the bids with respect to the Instruction of Bidder (ITB) requirements. To assist in the scrutiny, evaluation and comparison of bids, IOCL may, at their discretion, request clarifications on the bid from the bidder including submission of additional documents. Prior to evaluation of Bids, IOCL shall determine whether each Bid is responsive to the requirements of the tender. A Bid shall be considered responsive only if:

- a) It is received as per the formats specified;
- b) It is received by the Bid Due Date including any extension thereof;
- c) It is accompanied by Bid Security Declaration in Lieu of EMD as specified in tender;
- d) It contains all the information (complete in all respects) as requested in this Bidding Documents (in formats same as those specified);
- e) It does not contain any condition or qualification or deviations.

14.3. After evaluation, the Price Bid of only those parties shall be opened based on submission of required documents as per tender.

14.4. Party who has quoted/ matched the L1 Rate (i.e. the lowest rate after taking into consideration the “Purchase Preference” as applicable as mentioned in the Tender Document) on landed cost basis will be considered for award of work with or without negotiation and after considering the tax credit implication wherever applicable as per the policy of the Corporation.

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.
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In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit the discount bid in terms of percentage discount over previous quoted amount and Annual Turnover Documents of the preceding three Financial years (2018-19, 2019-20 & 2020-21; in a sealed envelope in a sealed envelope (activity outside the e-portal). In case there is a tie again, the bidder with highest turnover in any of the last 3 years as submitted against turnover criteria shall be considered as L-1 bidder.

Turnover for this purpose should be as per audited Balance Sheet including P&L Statement/Published Account/Profit & Loss Account Statement of the tenderer. However, if the tenderer is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the tenderer along with copies of its Income Tax Return should be submitted.

Total Revenue as per Schedule III of Companies act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover.

Audited Balance Sheet (P&L Statement)/ Published accounts on a calendar year basis shall also be acceptable.

In the event of bidder submitting turnover documents for only one or two years, L-1 shall be submitted on the basis of turnovers submitted.

- 14.5.** In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.
- 14.6.** Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Tenderers will have to attend the Office of INDIAN OIL CORPORATION LIMITED as informed by Tender Issuing Authority for negotiations/clarifications at their own cost as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.
- 14.7.** In case a bidder is put on holiday / Blacklisted after opening of price bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.
- 14.8.** IOCL reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Company in respect of such Bid.

 इंडियनऑयल IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1
NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.	

14.9. IOCL may waive any minor informality, non-conformity or irregularity in a Bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

14.10. Prior to the detailed evaluation, the IOCL will determine the substantial responsiveness of each Bid to the Bidding Documents. A substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding Documents without deviations. The Company's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

14.11. If the Bid is not substantially responsive, it will be rejected by the IOCL and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

Modality for receiving price implication from bidders for breaking of tie:

- i. Mode of information to bidders shall preferably be through Mail with copy through courier/registered post.
- ii. Receipt both by hand and through post shall be acceptable. If received in advance, the same may be put in tender box.
- iii. Normally at least 7 days shall be given for submission & opening of revised price-bid / price implication. However, IOCL reserves the right to alter this period.
- iv. In absence of response (non-receipt of revised bid/implication), the bid may be treated as one with nil additional discount.

14.12. Purchase Preference Linked with Local Content:

The classification, Margin of Purchase preference, broad allocation and tender categorization shall be as follows:

SN	Description	Details
1.	Supplier Classification:	
a.	Class-I Local supplier	LC >= 50%
b.	Class-II Local supplier	LC >20% < 50%
c.	Non-Local supplier	LC <= 20%
2.	Margin of Purchase preference (PP-LC)	20% (i.e. L1+20%)

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1
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Note: Purchase Preference shall be admissible only for Class-I Local supplier.

3. Tender Category:	Class-I & II Local suppliers are eligible to bid in the tender.
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All Bidders eligible for Purchase Preference Linked with Local Content shall select the same in the e-tender portal.

All Bidders eligible for Purchase Preference Linked with Local Content shall have to submit Undertaking (**Annex-P**) as supporting document for Purchase Preference Linked with Local Content.

The Bidder is requested to refer Bidders Help Document for Preferential Bidding.

For the purpose of extending Purchase Preference benefits, the latest quote of respective bidder(s) during the tender process shall be considered.

The modality for evaluating purchase preference benefits under PP-LC policy shall be as per the following:

Scenario - I	PP-LC bidder is not L1.	L1 bidder is non-PP-LC bidder L2 bidder is PP-LC (within +20% of L1)
1.	For Non-Divisible items	PP-LC bidder(s) shall be given preference to match the L1 price in the order of their ranking. Order shall be placed on the PP-LC bidder matching the L1 price. If no PP-LC Bidder matches L-1 price, award to L-1 bidder.
Scenario - II	PP-LC bidder is L1.	L1 bidder is PP-LC L2 bidder is non-PP-LC bidder
1.	For Non-Divisible items	100% Award to PP-LC Bidder

Notes:

- i) PP-LC bidder mentioned above means Class-I Local supplier as defined in the policy.
- ii) In case of EPC (works) procurements, modality of purchase preference is not applicable for MSE's.
- iii) Only preferential bidders (PP-LC (Class I) quoting within the applicable purchase preference margins and agreeing to match L-1 price shall be considered. Further bidders, who do not claim preferential benefit at the designated section of the portal while participating in the tender, will not be considered for any preferential benefit in that tender.
- iv) Wherever preference to MSEs is not applicable i.e. in case of works, MSE bidder shall be treated as a Non preferential bidder.

Sanctions:

 IndianOil	<p>Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1</p> <p>NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.</p>
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IOCL shall impose sanction on manufacturers / Service providers not fulfilling LC of Goods / Services in accordance with value mentioned in the certificate of LC.

- a) The sanctions may be in the form of written warning, financial penalty and blacklisting.
- b) In the event that a manufacturer or supplier of goods and/or provider of services does not fulfill his obligation after the expiration of the period specified in such warning, IOCL can initiate action for blacklisting such manufacturer/supplier/service provider.
- c) A manufacturer and/or supplier of Goods and/or provider of services who has been awarded the contract after availing the Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty. The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the contract price.

Calculation of Local Content to be submitted after award & during execution:

- 1.0 Each supplier shall provide the necessary local content documentation to the statutory auditor/ cost auditor / practicing CA as applicable which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of the procuring company, stating the percentage of local content in the good or service measured. The auditor shall keep all necessary information obtained from suppliers for measurement of local Content confidential.
- 2.0 The local content certificate shall be submitted along with each invoice raised. The % of local content may vary with each invoice while maintaining the overall % of local content for the total work / purchase of the pro rata local content requirement. In case it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 3.0 Where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

15. EVALUATION OF PRICE BID

- 15.1.** The Price Bids of only those Bidders shall be considered for opening and evaluation whose techno-commercial bids are determined to be techno-commercially qualifiable to IOCL.
- 15.2.** Evaluation of price bids shall be taken up to determine the competitive prices of the techno-commercial acceptable bid and include the following:
Techno-commercially qualified bidder with the lowest total combined amount for Part-A, and Part-B of Schedule of Rate (SOR) excluding all taxes and cess thereon shall be the lowest bidder (L1).

OTHER POINTS:

- i.** Bids with any deviation to the bid conditions shall be liable for rejection.
- ii.** In case of non-submission of Bid Security Declaration in lieu of EMD, the bid will be liable for rejection.

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.
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- iii. Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.

16. PRE- PRICE BID MEETING

Pre-price bid meeting shall be held as a prelude to price bid opening, only if required by any technically qualified bidder to resolve outstanding issues, if any. The date and time of meeting shall be finalized on receipt of request for the same from a technically qualified bidder and the date and time of meeting shall be conveyed to all the technically qualified Bidders. Representatives of the bidders shall attend the pre-price bid meeting for resolving outstanding issues and for other mutual clarifications.

17. APPLICABLE LANGUAGE

The bids and all correspondence incidentals concerning to this bid shall be in English language only. For documents submitted in any other language, an English Translation shall also be submitted, in which case, for interpretation of the offer, the English Translation shall govern.

18. BID CLARIFICATION/ AMENDMENTS BY INDIANOIL

Addendum/ Clarifications may be issued prior to the date of opening of the tender to clarify issues arising out of various queries/ clarifications relevant to the tender documents from Tenderers or to reflect modification in the design or contract terms. Such addendum shall be issued to each party at the E-mail ID furnished while registering with the Indian Oil website <https://iocletenders.gov.in> for downloading the tender document. Each recipient shall retain one copy of such addendum for submission along with the tender in acknowledgement of receipt thereof. All such addendum issued shall form part of the tender document.

If a party does not view/ fails to view the addendum / clarification hosted on the website and/or issued to the party at the E-mail ID while registering with Indian Oil website <https://iocletenders.gov.in> on any accounts whatsoever and their offer is without considering the addendum / clarification, then owner may reject the offer.

All questions and clarifications related to Bidding documents shall be addressed in writing to:

Name: **Vikas Bharti**

Designation: **Sr. Contracts Officer, RCC, ERO**

Contact No: **8542021802**

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.
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Email-ID: **bhartiv@indianoil.in**

Address: **9th Floor, Indian Oil Bhavan, 2 Gariahat Road, Dhakuria, Kolkata-700068.**

19. CONFORMITY TO TERMS AND CONDITIONS OF BID DOCUMENTS

Bids shall be based strictly on the terms, conditions and specifications contained in the Bid documents. Any deviation and exceptions taken to terms and conditions of the Bid documents is not allowed.

All correspondences from owner regarding clarifications during techno-commercial evaluation of the bid and mutually accepted deviations to tender document shall be concluded as “Agreed Variations”. The “Agreed Variations” shall form part of the contract and all other correspondences in this regard will be treated as null and void. Bidder shall, however, confirm compliance to following Bidding document clauses unconditionally and no deviation whatsoever to the following clauses shall be acceptable:

- I. Bid Validity
- II. Termination of Contract
- III. Price discount due to delay in works
- IV. Arbitration
- V. Earnest Money Deposit/ Bid Security
- VI. Suspension of work
- VII. Performa of all Bank Guarantees

20. TERMS OF PAYMENT

Payment shall be made as per clause 12 of SCC (Chapter-4).

21. MOBILIZATION ADVANCE

Mobilization advance shall not be admissible in this contract.

22. COST OF BIDDING

The bidder shall bear all costs associated with the preparation and submission of bid and IOCL will in no case be responsible or liable for these works, regardless of the conduct of outcome of the bidding process.

23. CURRENCIES AND PAYMENT

- 23.1. Bidders shall quote their prices in Indian Rupees only.
- 23.2. All payments will be made in Indian Rupees only. In case bidders are required to pay any amount in foreign exchange to their sub-Contractor or for any imported items, necessary arrangement for such foreign exchange payment shall be made at their end. Payment shall be released through e-banking only. Bidder shall submit the bank details for e-payment.
- 23.3. The payments would be made after applicable tax deductions at source.

 IndianOil	<p>Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1</p> <p>NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.</p>
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- 23.4. No advance of any sort shall be payable under this Tender.
- 23.5. The agency shall submit bill(s) in the format prescribed by IOCL.
- 23.6. IOCL shall effect payments to the vendors through cheques or e-payments at its discretion, during operation of the said contract/PO/WO. For this purpose, the bidder shall provide his bank details in the format enclosed as **Annexure-13**.
- 23.7. IOCL shall release the payments within 30 days of submission of bills complete in all respect, subject to acceptance of the work by Indian Oil.

24. NEGOTIATIONS

Negotiation shall not be done as a matter of routine. However, Indian Oil reserves the right to conduct negotiations with the lowest bidder.

25. PLACE OF PAYMENT

The payments shall be released through e-payment (RTGS) in Indian Rupees by Indian Oil Corporation Ltd. The name of paying authority shall be informed at the time of award of contract. Contractor shall raise all the bills in the name of IOCL, specific to location or State/Head Office as mentioned in the Letter of Award (LoA) and/or Contract Agreement.

26. MODIFICATION AND WITHDRAWALS OF BIDS

Bids can only be submitted / resubmitted before the last date and time of submission as per tender. Bids cannot be withdrawn after last date and time of submission as per tender.

27. CLARIFICATIONS OF BIDS

To assist in the examination, evaluation and comparison of bids, the Owner may ask the bidders individually for clarification of their Bids, including break-down of unit rates. The request for clarification and the response shall be in writing through e-Tender portal only, but no changes in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of errors discovered by the Owner during the evaluation of bids.

28. AWARD OF WORK

- 28.1. The work shall be awarded to a single agency at the discretion of IOCL to the techno-commercially acceptable L-1 bidder.
- 28.2. Initially, work will be awarded for Part-A of SOR only.
- 28.3. Specific notice to start work for Part-B of SOR will be given in last month of execution of Part-A of SOR.
- 28.4. If not required, some items, sub-items of the SOR may not be operated and in such case payment would not be due for the same.

29. PROHIBITION OF ENGAGEMENT OF CHILD LABOUR

 IndianOil	Tender No: RCC/ERO/37/2021-22/LT-138 e-TENDER ID: 2021_ERO_142347_1 <p>NAME OF WORK: Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 350.0 KWp On-Grid Ground Mounted Captive Solar Power Project at IndianOil LPG Bottling Plant at Budge Budge, Dist.-South 24 Paraganas, West Bengal with its further Comprehensive O&M for 2 Years.</p>
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The contractor shall state that they are not engaging child labour as per various labour laws applicable to them. Making a fake claim would have its contract terminated forthwith, if detected later. It is mandatory for the Contractor to submit an undertaking as per attached Performa (**Annexure-5**) for non-engagement of child labour given.

30. CONTRACT AGREEMENT

- 30.1.** The entire work covered in the Bidding Document shall be treated as LSTK/EPC Contract. Bidder should quote for the work accordingly.
- 30.2.** The Bidder whose bid has been accepted by Indian Oil shall enter into formal agreement with Indian Oil (as per Performa enclosed in this bid document as **Annexure-12**) within 1 month of the issue of Letter of Acceptance by Indian Oil.
- 30.3.** Contract documents for agreement shall be prepared after award of work as intimated to the successful bidder by a Letter of Acceptance. Until the final contract documents are prepared and executed, the bidding document together with the annexed documents, modifications, deviations agreed upon by IOCL and Bidder's acceptance thereof shall constitute a bidding contract between the successful Bidder and IOCL.
- 30.4.** The statement of Agreed Variations, if any, shall be prepared based on the finally retained and agreed deviations, all relevant correspondences, minutes of meetings, addendum/ amendments issued by IOCL prior to issue of Letter of Acceptance. Any deviations of stipulations made and accepted by IOCL after award of the job shall be treated as amendments to the contract documents made as above.

31. INDIGENISATION

Bidder shall make maximum possible utilization of indigenous manufacturing facilities and other services/ expertise available for their project implementation plans. It is, therefore, essential that as a preliminary exercise, bidders should explore potential available indigenously for utilization of manufacturing facilities and other various products/ equipment/ material of Indian origin conforming to specifications as well as construction expertise available indigenously and associate experienced Indian Agencies under overall supervision.

32. SUBCONTRACT

The Bidder shall obtain Indian Oil's prior approval in writing before entering into a Sub-contract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Contractor shall have been approved in writing by the Indian Oil prior to the execution of the sub-Contract, and (ii) that the contractor shall remain fully liable for the performance of the Services by the Sub-Contractor and its Personnel pursuant to this Agreement.