



Title: Engineering, Procurement, Construction (EPC) inclusive-of 2-Years Comprehensive Operation & Maintenance (O&M) of 300 KWp On-Grid both Ground & Roof Mounted Captive Solar Power Project at Indian Oil Corporation Ltd., Digboi Terminal, Golai No. 03, Digboi, Dist.- Tinsukia, (Assam) with further extension of Comprehensive O&M for 3 years after satisfactory performance during first 2 years.

NOTICE INVITING TENDER

SUB : Engineering, Procurement, Construction (EPC) inclusive-of 2-Years Comprehensive Operation & Maintenance (O&M) of 300 KWp On-Grid both Ground & Roof Mounted Captive Solar Power Project at Indian Oil Corporation Ltd., Digboi Terminal, Golai No. 03, Digboi, Dist.- Tinsukia, (Assam) with further extension of Comprehensive O&M for 3 years after satisfactory performance during first 2 years.

Tender No: **RCC/ERO/37/2021-22/LT-293** e-Tender Id: **2022_ERO_148113_1**

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.
2. Presently, IOCL proposes to set up Captive Solar Power Project on Lump-sum Turn-key (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 300 KWp On-Grid Captive Solar PV (SPV) Plant on turnkey basis on the premises of Indian Oil's Digboi Terminal at Golai No. 03, Digboi, Dist.-Tinsukia, Assaminclusive of comprehensive O&M of the SPV Plant for a period of 2 years from the date of successful project commissioning.
 - 4.2. **Part-B** : Operation & Maintenance of Solar Plant for a further period of 3years after satisfactory performance during first 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



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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.

6. BRIEF DETAILS OF THE TENDER:

6.1.	NAME OF WORK	Engineering, Procurement, Construction (EPC) inclusive-of 2-Years Comprehensive Operation & Maintenance (O&M) of 300 KWp On-Grid both Ground & Roof Mounted Captive Solar Power Project at Indian Oil Corporation Ltd., Digboi Terminal, Golai No. 03, Digboi, Dist.- Tinsukia, (Assam) with further extension of Comprehensive O&M for 3 years after satisfactory performance during first 2 years
6.2.	TENDER /NIT NO.	RCC/ERO/37/2021-22/LT-293 e-Tender Id: 2022_ERO_148113_1
6.3.	TIME OF COMPLETION Part-A	4 (Four) months for project commissioning from the 10th day of commencement order or date of Site Handing Over (SHO) whichever is earlier and 24 (Twenty Four) months for inclusive Operation & Maintenance after project commissioning & acceptance by IOCL
6.4.	TIME OF COMPLETION Part-B	36 (Thirty Six) months from date of completion of Part-A.
6.5.	DOWNLOAD OF TENDER DOCUMENT	As per e-Tender portal.
6.6.	CONTACT PERSON (For Site Related Query)	Name: Ronghang Guneswar Designation : DGM (ENGG), IOAOD SO Contact No. : 9435709113 Email-ID : ronghangg@indianoil.in
6.7.	CONTACT PERSON (For Any Other Query)	Name: Vikas Bharti Designation : Sr. Contracts Officer, RCC, ERO Contact No. : 8542021802 Email-ID : bhartiv@indianoil.in
6.8.	PRE BID MEETING	Not Applicable.
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



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6.11.	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	As per e-Tender Portal
6.12.	EARNEST MONEY DEPOSIT	<p>Rs. 1,65,000.00/- (Rupees One Lakh Sixty Five Thousand only)</p> <p>EMD should be deposited as detailed below :</p> <ul style="list-style-type: none"> • Online EMD payment through Net Banking or NEFT/RTGS • Bank Guarantee <p>For detail about process of payment of online EMD, bidders shall refer “ Special Instructions to the Bidder (SITB) ” and “ FAQs - Online EMD Facility in IOCL e-Tendering ” documents attached separately along with the tender.</p> <p>Offline EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer shall not be accepted.</p> <p>In case of Bank Guarantee, bidder will upload scanned copy of BG as exemption document. Original BG shall be sent by the bidders /bank to Tender Issuing Authority as mentioned in the tender.</p> <p>Original BG should reach to Tender Issuing Authority within 7 working days from the date of opening of technical bids. For the purpose of receipt of BG, the time recorded in the receipt/DAK section against receipt shall also be considered as receipt time.</p> <p>Only those physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid.</p> <p>Bank Guarantee is to be executed by Nationalised / Scheduled Bank towards EMD and should be valid 02 (two) months beyond the validity of the tender.</p> <p>If needed, validity of BG should be extended by the party / Bank.</p>



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Bank Guarantee should be submitted as per enclosed proforma only by the Tenderer. Such BG should be submitted only in a sealed envelope of the issuing Bank and should not be in open condition.

If BG towards EMD is submitted in any manner other than aforesaid, the Tender is liable to be rejected.

If the original BG instrument is not received by the due date and time as specified above, the bid shall be summarily rejected.

Address for submitting original Bank Guarantee:
Tender issuing Authority:

**Regional Contract Cell, Eastern Region Office
Indian Oil Corporation Limited (MD)
Eastern Regional Office, Indian Oil Bhavan
2 Gariahat Road (South), Dhakuria, Kolkata-700068**

Exemption from submission of EMD:

a. Central/ State PSUs and JVs of IOC are exempted from submission of EMD. Self Declaration to be uploaded by the bidder

b. Micro & Small Enterprises (MSEs) :

i. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centre(DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation(NSIC)
- f) Directorate of Handicraft and Handloom
- g) Udyog Aadhar Memorandum (UAM)
- h) Any other body specified by Ministry of MSME

Note: Against UAM, copy of acknowledgement generated online shall be acceptable.



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		<p>ii. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies along with their bid.</p> <p>iii. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The MSEs who have applied for registration or renewal of registration with any of the above agencies/ bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption.</p> <p>iv. Exemption from payment of EMD shall be allowed to all Micro & Small parties registered with the above mentioned bodies. The exemption shall also be irrespective of whether they are registered for the tendered item.</p> <p>c. Start-up recognized by DIPP (Dept. of Industrial Policy and Promotion)</p> <p>Definition of Startup shall be in line with that published vide gazette notification No DL/33004/99 dated 11.04.2018 i.e. an entity shall be considered as a startup:</p> <p>i. Upto a period of seven years from the date of incorporation / registration, if it is incorporated as a private limited company (as defined in the companies Act, 2013) or registered as a partnership firm (registered under section 59 of the partnership act, 1932) or a liability partnership (under the limited liability partnership (under the limited Liability Partnership Act, 2008) in India. In the case of Startups in the biotechnology sector, the period shall be up to ten years from date of its incorporation/ registration.</p> <p>ii. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded Rs. 25 Crore.</p> <p>iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation of wealth creation.</p> <p>Provided that an entity formed by splitting up or reconstruction of an existing business shall not be</p>
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		<p>considered as “startup”.</p> <p>Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises valid on Tender closing date will also be accepted. Bidders who have applied for registration or renewal of registration but have not obtained the valid Udyam Registration Certificate as on close date of tender are not eligible for exemption.</p> <p>In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprises will maintain its status till expiry of one year from the close of the year of registration.</p> <p>PSUs (Central & State) and JVs of IOCL are exempted from submission of EMD- Self Declaration to be uploaded by the bidder.</p> <p>A copy of the EMD instrument or exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.</p> <p>Bidders not paying EMD or not uploading valid exemption certificate or scan copy of BG on or before tender submission date and time will be summarily rejected.</p>
6.13.	BID VALIDITY	04 (Four) months from from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
6.14.	NO. OF CONTRACTORS REQUIRED	01 (ONE)
6.15.	Mode of Tender Submission	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in ‘Special Instructions to bidders for participating in e-tender’ attached separately in this



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7. SELECTION / EVALUATION CRITERIA:

1. BID EVALUATION METHODOLOGY

- 1.1. Evaluation of both un-priced bids and priced bids shall be done separately.
- 1.2. 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. 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 EMD as specified in tender;
 - d) Bidders not paying EMD or not uploading valid exemption certificate or scan copy of BG on or before tender submission date and time will be summarily rejected.
 - e) It contains all the information (complete in all respects) as requested in this Bidding Documents (in formats same as those specified);
 - f) It does not contain any condition or qualification or deviations.
- 1.3. After evaluation, the Price Bid of only those parties shall be opened based on submission of required documents as per tender.
- 1.4. 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.

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



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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.

- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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.
- 1.9. 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.
- 1.10. 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.
- 1.11. 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.
- 1.12. Modality for receiving price implication from bidders for breaking of tie:



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- 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.

1.13. Purchase Preference Linked with Local Content (PP-LC):

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%)
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.

All Bidders participating in the tender shall submit LC declaration against qualifying as Class I, Class II or Non-Local supplier. For this purpose, the details shall be submitted as per Declaration Form [\(Annexure-D of Digital Excel Sheet Declarations_LT293.xls\)](#) for availing purchase preference --Bid Stage.

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:



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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.
- 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:

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.



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- 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.

2. EVALUATION OF PRICE BID

- 2.1. 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.
- 2.2. 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).

(B) Rejection of Tender

The bid of the party will be rejected on the following grounds:

1. The tenders will be summarily rejected if requisite EMD or EMD exemption document is not uploaded on e-tendering portal as mentioned in NIT.
2. Non-withdrawal of conditions imposed in tender document & conditions impose during negotiations.
3. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the tender / bid shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
4. Tenderer submitting fabricated/ false/ forged documents for the tender.
5. Tenderer put on holiday list during the pendency of this tender.

Rejection of tenders/Invalid Tenders: A Tender is invalid and may be rejected in the following circumstances:

- a) Is holiday listed or blacklisted
- b) Use of White / erasing fluid in Rates for physical bids
- c) Does not submit complete price bid in line with bid requirements



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Tender is also liable for rejection, if the tenderer:

- a) Stipulates the validity period less than what is stated in the Tender Form. However, if the Party agrees to extend the validity as required, the tender can be accepted.
 - b) Stipulates his own conditions.
 - c) Revised price bid during validity period without being asked for.
 - d) if the tenders are partly quoted
 - e) if the tenders contain unacceptable terms and conditions
 - f) if the tender is not according to our format
 - g) In case of Suo Moto reduction in the prices offered by the tenderer
1. The successful bidder (L-1) may be required to present their original documents as applicable to the tender inviting authority or as decided by Tender inviting authority.
 2. Purchase preference to MSE shall not be applicable in this tender as the subject tender is for works contract.
 3. Escalation/de-escalation shall not be applicable in this tender. Once the offer is accepted and agreement executed, the rates shall be firm and valid till the completion of works in all respects
 4. **IMPLEMENTATION OF GUIDELINE PERTAINING TO INSOLVENCY AND BANKRUPTCY(IBC):**
 1. Undertaking related to Insolvency & Bankruptcy Code, 2016 shall be applicable
 2. Instruction to Bidder :
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:

- a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy code, 2016 (Code) or any other applicable law (in cases where code is not applicable),
- 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.
- 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 hereinafter, in



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their bid or any other 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, in 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 the L1 bidder is rejected on the aforesaid grounds during the period between Price-bid opening and award of contract, then the bid of the next higher eligible bidder will be considered for further processing.
- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinafter and the bidder's bid results in a contract, IOCL, without prejudice to any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.
- A declaration/Undertaking shall be submitted by the bidder in the attached format given in the tender document.

5. BUSINESS TRANSACTION STATUS OF BIDDERS:

INSTRUCTION TO BIDDERS:

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.

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.

6. CLAUSE FOR BIDDERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA:

Bidders of countries which share a land border with India shall be guided by the following clauses:

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
2. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
3. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.



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4. However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.

5. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

6. Bidder from a country which shares a land border with India for the purpose of this Order means:

- i. Any entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose “beneficial owner” is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

7. “Beneficial Owner” in the above paragraph will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation -

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company;
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person,



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has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8. "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10. Bidders shall submit a certificate as per the format given in the tender document regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

7. CLAUSES ON VULNERABILITY ATLAS OF INDIA(VAI):

Clauses on Vulnerability Atlas of India(VAI) shall be applicable in this tender.

Clause: Planning and Designing in purview of Vulnerability Atlas of India:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.



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It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55,50,47,44,39& 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorm's history
- v) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Portable Max. Precipitation.

16.0 OTHER TERMS AND CONDITIONS

- a) The subject tender is an e-tender & can be downloaded from IOCL website, <https://iocletenders.nic.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.nic.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.nic.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.
- 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.



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- i) Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarifications.
- j) Fax/ E-mail / Hard Copy of bids shall not be accepted.
- k) 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.
- l) 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.
- m) The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- n) 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.
- o) 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.
- p) 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.
- q) IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- r) 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.
- s) 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.
- t) Legal dispute, if any, arising during the evaluation of the tender & execution stage shall be within the jurisdiction of the Local Courts as mentioned below:
 - i. For disputes up to stage of LOA - **Kolkata High Court**
 - ii. For disputes during execution stage - **Gauhati High Court**



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- u) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://iocletenders.nic.in> only& no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.
- v) **Corporation reserves the right to revise/extend any date/time from scheduled timelines of published tender**
- w) All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.
- x) Please visit our website <https://iocletenders.nic.in> for further details of this tender.
- y) Bidders may note that the following are attached separately and uploaded in the e-tendering portal:
 - a. Special Instructions to bidders for participating in e-tendering
 - b. FAQ's -online EMD facility in IOCL e-tendering and
 - c. Format for Acceptance of Tender Terms and Conditions
- z) In case of credentials in foreign currencies, the same shall be converted to INR based on SBI TT Selling rate as on the last day of the month previous to one in which the tender was invited.

Thanking you,

Yours faithfully,

For Indian Oil Corporation Limited,