

# INDIAN OIL CORPORATION LIMITED (MARKETING DIVISION)

RCC/NR/DSO/LPG/PT-154/22-23

## NOTICE INVITING TENDER

(e-tendering)

SUB : Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 2MWp On-Grid Captive Solar Power Project at IndianOil's Bottling Plant, Tikri Kalan, Delhi with Net-Metering Facility and its further Comprehensive O&M for 4 Years.

Tender No.: RCC/NR/DSO/LPG/PT-154/22-23

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 151<sup>th</sup> position in the year 2020.
2. Presently, IOCL proposes to set up a Ground mounted 2MWp On-Grid Solar Photovoltaic (SPV) Plant at IndianOil BP, Tikri Kalan, Delhi for captive consumption along with net-metering facility. The project shall be done through an Engineering, Procurement and Construction (EPC) Contractor on LSTK basis.
3. IOCL intends to select and appoint the LSTK Contractor through open tender 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**

- 2.1 Part-A: Engineering, Procurement and Construction (EPC) of 2MWp Grid Connected Captive Solar PV (SPV) Plant (Ground Mounted) with Net-metering facility on turnkey basis on the premises of IndianOil BP, Tikri Kalan, Delhi inclusive of Comprehensive O&M of the SPV Plant and power evacuation infrastructure for a period of one year from the date of successful project commissioning.
- 2.2 Part-B : Operation & Maintenance of plant and power evacuation infrastructure for a further period of 4 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-6 (Job specifications).

5. Indian Oil has initiated e-tendering for procurement of works and services through its website <https://iocletenders.nic.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.

### **6. BRIEF DETAILS OF THE TENDER:**

1	Tender ID	2022_NRO_158559_1
2	Tender Reference No.	<b>RCC/NR/DSO/LPG/PT-154/22-23</b>
3	Type of Tender	Open Tender

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4	Tender/Item Description	Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 2MWp On-Grid Captive Solar Power Project at IndianOil BP, Tikri Kalan, Delhi with Net-Metering Facility and its further Comprehensive O&M for 4 Years.
5	Location of Work	IOCL LPG Bottling Plant, Ghevra Mod, Rohtak Road, Tikri Kalan, New Delhi
6	Tender Fee	Nil
7	Completion Time Part- A	18 months (6 months for project commissioning + 12 months of 1-Year Inclusive O&M) from date of handing over of site free of trees/shrubs/vegetations.
8	Total Estimated Cost	<p>Rs. 11,77,09,000/- (Rupees Eleven Crore Seventy-Seven Lakhs nine Thousand Only/-) including GST at prevailing rates.</p> <p>The quantum of works given in Tender Document is only indicative based on tentative estimates and is not the right of contractor. Indian Oil does not guarantee any minimum or maximum quantum of works, during the currency of contract.</p>
9	Completion Time Part- B	48 months from date of completion of Part-A
10	Contact Person Details	DGM(LPG-Engineering) Phone : 9811283566 e-mail : <a href="mailto:sanjaysharma@indianoil.in">sanjaysharma@indianoil.in</a>
11	PRE BID MEETING	Note: - Bidders are advised 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 as per E Tender Portal.
12	Opening date and time of e-bid submission	As per E tender portal
13	Closing date and time of e-bid submission	As per E tender portal

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14	Date and Time of techno commercial bid opening	As per E tender portal
	Earnest Money Deposit (EMD)	<p>Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security declaration in lieu of EMD as per Standard format attached Annexure-29.</p> <p>The requirement of submission of Bid security declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, start-ups, CPSE and JVs)</p> <p>The bid shall be summarily rejected if Bid security declaration in lieu of EMD is not uploaded in e-Tendering portal on or before Tender submission date and time</p>

### 7.0 BRIEF TERMS AND CONDITIONS

- 7.1 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.
- 7.2 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. Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.
- 7.3 The Bidder shall furnish all necessary documents for the bidding entity along with their offer.
- 7.4 Any bidder who has downloaded the tender document from IOCL website shall not construe the same as his qualification for the tendered work.
- 7.5 Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- 7.6 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.
- 7.7 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.

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- 7.8 Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- 7.9 Fax/ E-mail / Hard Copy of bids shall not be accepted.
- 7.10 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.
- 7.11 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.
- 7.12 The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- 7.13 In order to offer bidders reasonable time in which to take the amendment in consideration in preparing their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.
- 7.14 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.
- 7.15 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.
- 7.16 IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- 7.17 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.
- 7.18 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.
- 7.19 Any legal dispute shall be within the jurisdiction of court at New Delhi

**Indian Oil Corporation Limited,  
DGM (LPG-Engineering),  
Delhi & Haryana State Office  
New Delhi**

## **Chapter- 2**

### **PRE-QUALIFICATION CRITERIA (PQC)**

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### **PRE-QUALIFICATION CRITERIA (PQC):**

Bidders must submit following documents as minimum pre-qualifying criteria for this tender. All such documents must be valid on the closing date of tender.

- 1.1 The minimum annual turnover during any of the preceding three financial years (i.e. for F.Y 2019-20, 2020-21 and 2021-22) should be at least Rs. 6,70,85,400/-.

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 / Published accounts on a calendar year basis shall also be acceptable. (The balance sheet copy MUST bear the Registration Number of the authorized Chartered Accountant and its SEAL. This is not applicable for published annual reports)

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

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

- 1.2 The bidder must have executed work order/s of similar nature of works (as explained under) of the following value in last five years till 31.10.2022.

#### **Definition of similar works:**

**“Engineering, Procurement & Construction (EPC) of greater than or equal to ( $\geq$ ) 1 MWp On-Grid Solar Power Project with Net-Metering /Gross Metering/ Net Billing or feed-in /open access Facility in any industry”.**

A)	One Work Order of executed work (50% of estimated value of work excluding AMC).	Not less than Rs.5,59,04,500/- or
B)	Two Work Orders of executed work (each work order of 40% of estimated value of work excluding AMC).	Not less than Rs.4,47,23,600/- or

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C)	Three Work Orders of executed work (each work order of 30% of estimated value of work excluding AMC).	Not less than Rs.3,35,42,700/-
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**Since this job comes under work contract, so no PQC relaxation and purchase preference will be given to MSEs and Startups.**

**Documents required to be submitted against proof of completion of the above submitted work orders :**

- i) In case of Work Order from Government Bodies/ PSUs - Copies of Contract Document along with either completion certificates OR duly Certified copy of bill/Invoice/SES.
- ii) In case of Work Orders from Private Parties- Certificate from CA certifying value of work done with TDS certificates (where applicable)/ bank statement shall be required in addition to that specifically in (i). TDS certificates / Bank Statements shall be used as corroborative evidence only.

The cost as indicated above shall be inclusive of Service Tax or GST. The completion certificate, submitted by the bidder shall indicate the total value of completed job, inclusive of Service Tax or GST as applicable.

In case GST/Service Tax amount / component is not included in the indicated total value of completed job as submitted completion certificate, a separate certificate from the respective

client, mentioning the GST service tax amount if any, paid separately extra over and above the value of completed job under consideration, should be submitted by the bidder. This amount needs to be added to the value of completed job mentioned in the completion certificate to arrive at the value of the completed job inclusive of service tax/GST as applicable.

The Work Order should contain the above similar work items and for qualification purpose the entire executed value of WO (which may contain any other item) shall be considered.

**Please note that submission of work order along with its completion certificate is mandatory for qualification in the tender.**

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## 1.3 Other Mandatory Documents are as under:

<b>Sr no.</b>	<b>Description</b>
1	Copy of PAN card
2	GST Registration Certificate (GSTIN no.) In case GSTIN no is not available, an undertaking ( <b>on letter head</b> ) must be uploaded along with the bid as per format given in the tender document. Annexure -23
3	Partnership deed or Certificate of Incorporation with Memorandum & Articles of Association. Annexure 24
4	Power of Attorney (POA) ( <b>on non-judicial stamp paper of appropriate value duly notarized</b> ): As per annexure -25 Authority of the person uploading the bids with his DSC, shall be required to be submitted in the bids. Document required shall be as given below. In case of proprietary concern: If the bid is submitted by the proprietor, no POA is required. However, he will have to upload undertaking (on letter head) certifying that he is sole proprietor, as per format given in the tender. If the bid is submitted by person other than proprietor, POA authorising the person other than proprietor, POA authorising the person to submit bid on behalf of the concern is to be submitted. In case of company: Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company OR POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company. In case of Partnership Firm/LLP: POA along with Deed of Partnership/LLP Agreement. In case of Cooperative Society: Copy of resolution passed as per Society Rules authorising the person submitting the bid on behalf of the Society.
5	Declarations for non tampering of tender ( <b>on letter head</b> ) as per format given in the tender document. Annexure -9
6	Declarations for “Holiday Listing” ( <b>on letter head</b> ) as per format given in the tender document. Annexure-5
7	Declarations “A, B, C & D” as per format given in the tender document. Annexure -7
8	Undertaking ( <b>on letter head</b> ) for Acceptance of Tender Terms and Conditions as per format attached separately as per Annexure -26



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	Bidders shall upload this undertaking in lieu of submission of complete set of technical bid documents, as a token of their acceptance.
9	Undertakings and Declarations “Country of Origin and Percentage of Local Content” as per Annexure 27
10	Declaration on NCLT / NCLAT / DRT / DRAT / COURT RECIEVESHIP / LIQUIDATION as per Annexure 28
11	Bid Security Declaration as per format Annexure -29
12	FORMAT OF THE COVERING LETTER as per Anenxure-1
13	BIDDERS GENERAL INFORMATION as per Annexure -2
14	INTEGRITY AGREEMENT ALONG WITH COVERING LETTER as per Annexure 3 A and 3 B
15	FORM OF TENDER (TECHNO-COMMERCIAL BID) as per Annexure 4 A & 4 B
16	UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
17	PERFORMA OF CERTIFICATE FOR NON-INVOLVEMENT OF AGENT
18	LETTER OF WAIVER OF CONDITIONS / DEVIATIONS
19	CHECKLIST FOR BID SUBMISSION
20	ANNEXURE I, II III for PP- MII order 2017

**Note for Annual turnover**

1. The annual turnover of the tenderers during any of the preceding three financial years should be at least 60% of the annualized estimated value of work under consideration where completed period is more than one year. In other cases where the completion period is less than a year, the annual turnover should be at least 60% of the estimated value of the work under consideration in any of the three preceding financial years.
2. While computing turnover requirement, estimated cost inclusive of GST value but exclusive of AMC value if any shall be considered.
3. Turnover for this purpose should be as per audited balance sheet including profit & loss statement/published account/profit & loss account statement of the tenderer. However, if the tenderer is not required to get its account 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 obtained.
4. For tenders invited during April-September, in case of non-availability of audited balance sheets (profit & loss account statement)/published accounts of the immediate preceding year, the audited balance sheet (P&L statement)/published account of the fourth preceding financial year shall also be acceptable.
5. Audited balance sheet (P&L statement)/published accounts on a calendar year basis shall also be acceptable.

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6. Definition of Turnover: Total revenue as per schedule III of Companies Act, 2013 (earlier revised schedule VI of companies Act, 1956) shall be considered as Turnover.
7. For detail about process of payment of online EMD, bidders shall refer “**Special Instructions to the Bidder (SITB)**” .

### **Important Note:**

- 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 document/clarifications.
- ii. After scrutiny of the Technical Bids, the eligible Bidders who meet all Technical requirements shall be notified regarding the date and time for opening the price bid.
- iii. Authenticated means self-attested. In case at a later stage, during verification of Original of these self attested documents, any discrepancy is observed, the tender will be rejected. The person uploading the bid using his digital signature should have a Power of Attorney (POA) authorizing him to upload the bid in case of Partnership and Public / Private Limited firms. Copy of POA must be uploaded along with the bid.
- iv. Tenderers shall indemnify the Corporation from any fraudulent declaration and consequences of the same.

## **Chapter-3**

# **INSTRUCTIONS TO BIDDERS (ITB)**

## **1. GENERAL**

## **INDIAN OIL CORPORATION LIMITED (MARKETING DIVISION)**

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- 1.1. Indian Oil Corporation Limited (IOCL) hereinafter referred to as IndianOil, is India's largest corporate with business spanning various elements of the oil value chain including refining, pipeline transportation and marketing of petroleum products. IndianOil intends to set up 2MWp On-Grid Captive Solar Power Project (Ground Mounted) in the premises of IndianOil BP, Tikri Kalan, Delhi, on EPC/LSTK (Lump-Sum-Turn-Key) basis through qualified selected bidder.
- 1.2. IOCL intends to select and appoint the LSTK Contractor through open tender 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 IndianOil website <https://www.iocletenders.nic.in>. The bidding documents are and shall remain the exclusive property of IndianOil 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:

- 2.1 Part-A(1): Engineering, Procurement and Construction (EPC) of 2MWp Grid Connected Captive Solar PV (SPV) Plant (Ground Mounted) with Net-Metering facility on turnkey basis on the premises of IndianOil BP, Tikri Kalan, Delhi.  
  
Part-A(2): Comprehensive O&M of the SPV Plant and power evacuation infrastructure for a period of one year from the date of successful project commissioning.

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- 2.2 Part-B: Operation & Maintenance of plant and power evacuation infrastructure for a further period of 4 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-6 (Job specifications).

### **3. SITE VISIT**

- 3.1. Bidder shall satisfy himself of the site conditions including Mundka BSES Rajdhani Substation 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 thereof. The bidder shall be deemed to have 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 including BSES Rajdhani Substation, Mundka 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 persons for site visit:

**DGM (LPG-Engineering),**

**Indian Oil Corporation Limited, Delhi & Haryana State Office**

**Mob.: 9811283566**

### **4. TENDER DOCUMENT**

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The tender document includes the following:-

### **4.1. PART-I: TECHNO-COMMERCIAL PART**

- a) Notice inviting tender (NIT)
- b) Pre-Qualification Criteria (PQC)
- c) Instructions to Bidders (ITB)
- d) Special Conditions of Contract (SCC)
- e) Job Specifications
- f) Annexures
- g) Unpriced Price Bid
- h) Documents attached separately as per Index

### **4.2. PART-II: PRICE PART**

- a) 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. REVERSE AUCTION**

5.1. Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.

5.2. Qualifying Criteria for Reverse Auction:

5.2.1. Bidder having highest quote (H1 bidder) will be rejected. In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected.

5.2.2. In case of multi-lot auction, item-wise H1 bidder will be disqualified as per the provision mentioned above.

5.2.3. Intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.

5.3. The lowest price [Price Bid BOQ Basic Cost after Discount (-) or premium (+) or at par over the estimate value + applicable GST- Input Tax Credit (if any)] shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is

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determined as per evaluation criteria of BoQ / Tender Terms & conditions. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

- 5.4. Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.
- 5.5. The lowest quote after end of Reverse Auction shall be considered for further processing.
- 5.6. IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.
- 5.7. In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount in terms of percentage discount over previous quoted amount in a sealed envelope. It will be an offline activity outside the E-portal. The bidder with the further highest discount will be considered as L-1. In case there is a tie again, the bidder with the highest turnover in any of the last 3 years as submitted against turnover criteria shall be considered as L-1 bidder.
- 5.8. During evaluation of technical bids and opening of price bids, reverse auction in the tender, if it is found that any bidder is Blacklisted / holiday listed by Corporation or MoP&NG, 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.
- 5.9. The net amount worked out after taking into cognizance the Quoted Rate plus indicated GST less ITC (if any) shall be considered as net landed cost in order to arrive at L1 bidder.

### **6. PRICE OF TENDER DOCUMENT**

- 6.1. Tender fee is NIL.
- 6.2. 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.
- 6.3. 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.

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- 6.4. The tender document is non-transferable.

### 7. BIDDING DOCUMENT

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.

### 8. SUBMISSION OF OFFER

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

- 8.2. 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.

- 8.3. 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.

#### 8.4. PART-I ( Techno-Commercial Bid)

This shall contain Technical and Commercial (Un-priced) proposal required and all the submittals required to be submitted along with the tender clearly highlighting “**TECHNO-COMMERCIAL BID**”, along with Name of Work, Name and Address of the Bidder. The bid document should be serially numbered on each page. Bidder to upload all documents as mentioned in the checklist as per Annexure -14 and list of Other mandatory documents as part of Bid

- 8.4.1. **Undertaking on compliance from vendor for safety from the vulnerabilities in the Power Supply System & Network mainly arising out of the possibilities of cyber-attacks through malware / Trojans etc. embedded In Imported equipment.**

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



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### **8.5. PART-II ( Price Bid )**

- 8.5.1. Bidders shall upload price part / BOQ duly filled in all respects.
- 8.5.2. BOQ/Price bid shall contain only price and no conditions whatsoever.
- 8.5.3. The lump sum and agreed price for supply, erection & commissioning of complete Solar Power Project shall be as per Clause-11.6 of SCC and 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.
- 8.5.4. The lump sum and agreed price towards Operation & Maintenance of complete Solar Power Project shall be as per Clause-11.6 of SCC and SCHEDULE OF RATES / BOQ. 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.
- 8.5.5. 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, and taxes, duties and levies thereof, 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 GST, as applicable 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 other than GST in the bid at prescribed rates due to ignorance or otherwise shall not form a reason for claiming anything extra at a later date.
- 8.5.6. 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 tender.
- 8.5.7. The bidder shall upload the bid on or before the due date and time set out for the same.
- 8.5.8. IndianOil shall not be liable for any obligation until such time IndianOil has communicated to the successful bidder its decision to entrust the work.
- 8.6. 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.

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- 8.7. Owner shall not be responsible for any delay in uploading of bids for any reasons whatsoever.
- 8.8. Bidder shall check the bid document before submission to ensure that all information / documents required for qualification are included.
- 8.9. Transfer of bid document issued to one prospective Bidder to any other party is not permissible.
- 8.10. The Bidder will be deemed to have independently obtained all the necessary information for the purpose of preparing his bid.
- 8.11. All costs towards site visit(s), conference(s), preparation and submission of bids shall be borne by the Bidders themselves.
- 8.12. 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 call for clarifications on prices and or rebates shall not be accepted.
- 8.13. The Bidder must quote the prices in line with the formats provided in the document.
- 8.14. 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.
- 8.15. Bid proposal preparation is the responsibility of the Bidder and no relief or consideration will be given for errors and omissions.
- 8.16. Bidders shall declare that they are not under liquidation, any court receivership proceedings.
- 8.17. Bidder to note that appropriate Grievance Redressing Mechanism is available for all such bidders participating in the tender.

### **9. CONSORTIUM**

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

### **10. DEVIATIONS**

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-10**.

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### **11. EARNEST MONEY DEPOSIT (EMD)**

Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security declaration in lieu of EMD as per Standard format attached Annexure-29.

The requirement of submission of Bid security declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, start-ups, CPSE and JVs)

The bid shall be summarily rejected if Bid security declaration in lieu of EMD is not uploaded in e-Tendering portal on or before Tender submission date and time.

### **12. VALIDITY OF OFFER**

- 12.1. Tender submitted by the bidder shall remain valid and open for acceptance for a period of not less than 6 (six) months from the last date of bid submission. However, IndianOil reserves the right to cancel such tender and refloat the same.
- 12.2. 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.
- 12.3. The bid and rates offered for Part-B of Scope of Work shall remain valid for a period not less than 48 months from date of successful completion of Part-A of the Scope of Work.

### **13. RIGHT OF OWNER TO ACCEPT OR REJECT TENDERS**

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.

### **14. PRE BID MEETING**

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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.

The Pr-Bid meeting shall be held as per the schedule in the NIT:

### **15. BID EVALUATION METHODOLOGY**

- 15.1. Evaluation of both un-priced bids and priced bids shall be done separately.
- 15.2. 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) 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.

### **16. EVALUATION OF PRICE BID**

- 16.1. 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.

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- 16.2. Evaluation of price bids shall be taken up to determine the competitive prices of the techno-commercially acceptable bids and include the following:

Bid value of Techno-commercially qualified bidder with the lowest quoted amount of Schedule of Rate (SOR) including GST minus ITC, shall be base rate for reverse auction and shall be the displayed price during start of reverse auction.

LI bidder will subsequently be determined by the process of online reverse auction.

**PURCHASE PREFERENCE – MAKE IN INDIA (Linked with Local Content)**

- 1.0 The PP-MII Order 2017 (including amendments) shall be applicable for procurements of Goods, Works and Services. Therefore, same shall be applicable for this tender.
- 1.1 The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 – Revision dated 16.09.2020 issued by DPIIT.
- 1.2 The supplier classification, margin of purchase preference along with broad allocation, exemption limit for purchases and eligibility of suppliers for different types of procurement shall be as follows

SN	Description	Details
1	<b>Supplier Classification:</b>	
a.	Class-I Local supplier	LC $\geq$ 50%
b.	Class-II Local supplier	LC $\geq$ 20% < 50%
c.	Non-Local supplier	LC < 20%
2	<b>Margin of Purchase preference (PP- MII)</b>	20% (i.e. L1+20%)
3	<b>Eligibility of suppliers for different types of procurement:</b>  a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value  b) Only Class-I local supplier and Class-II local supplier shall be eligible to bid in procurements undertaken by procuring entities, except where Global tender enquiry has been issued. In global tender enquiries, Non	

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SN	Description	Details
	<p>local suppliers shall also be eligible to bid along with Class-I local suppliers and Class -II local suppliers</p> <p>c) For the purposes of the PP-MII Order 2017 , works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI ) contracts</p> <p>d) MSE's shall also be eligible to bid in all the above types of procurement.</p>	
4	<p><b>Purchase preference and broad allocation:</b></p> <p>Subject to the provisions of the PP-MII Order 2017 and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to Class -I local supplier in procurements undertaken by procuring entities as per the eligibility of suppliers for different types of procurement in the manner specified hereunder:</p> <p>In the procurement of goods or works which are not divisible in nature and in the procurement of services where the bid is evaluated on price alone , the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non Local supplier as per the following procedure</p> <p>i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class -I local supplier, the contract for the full quantity will be awarded to L1</p> <p>ii) If L1 bidder is not a Class -I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local suppliers quoted price falling within the margin of purchase preference , and contract shall be awarded to such Class -I local supplier subject to matching the L1 price.</p> <p>iii) In case such lowest eligible Class -I local supplier fails to match the L1 price the Class -I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on , and contract shall be accorded accordingly. In case none of the Class -I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p>	

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### **1.3 Verification of local content:**

- a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provides self -certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier , as the case may be. They shall also give details of the location(s) at which local value addition is made as per the formats given in the tender.
- b) In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per the formats given in the tender.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Clause 9h. of the Order.

### **1.4 Reciprocity Clause:**

Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department , except the list of items published by the Ministry/Department permitting their participation.

The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

- 1.5 All Bidders participating in the tender shall submit LC declaration against qualifying as Class I, Class II or Non-Local supplier. The formats for Bidders Declaration

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/Undertaking on classification regarding Local Content (LC) are provided in the tender.

Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc shall continue to be considered in local content calculation

### 1.6 General Guidelines on Preferential Bidding

- A. The Preferential Bidding module has been implemented in the e-tender portal (NIC) wherein bidders eligible for availing preferential treatment are required to update their profile by selecting the option for preferential bidder under “MY ACCOUNT MENU” before submission of bids. After selecting this option, the bidders are supposed to upload the supporting document for preferential bidding. A pop up message warning that bidders will not be allowed purchase preference (MSE as well as PP-LC bidders) if they do not update the necessary details is also displayed at the time of bid submission in the e-portal (NIC). It may be noted that in tenders where preferential bidding is allowed, Bidders will be able to claim preferential treatment benefit only if they have declared themselves as preferential bidder in their profile.
- B. The methodology with respect to acceptance of claimed “Preference Category” in preferential bidding shall be as per the following matrix:

Case	Selection of preference category in e-portal by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment in tender evaluation
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment



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Case	Selection of preference category in e-portal by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment in tender evaluation
3	NO	YES	Will not be considered for preferential treatment.  Even if such bidder is lowest, other valid preferential bidders in the margin of preference, shall be allowed price matching as per the relevant preference policy.
4	NO	NO	Will not be considered for preferential treatment.

- C. It is to be noted that for availing purchase preference , bidders must update the necessary details in their profile in My Accounts Menu in the e-tender (NIC) portal. Bidders who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories.
- D. Further bidders who do not claim preferential benefit at the designated section of e-tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender . In all such cases , bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference.
- E. It is reiterated that only preferential bidders quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference as explained above.

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### **17. 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, if any, and for other mutual clarifications.

### **18. 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.

### **19. 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 bidders 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.nic.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.nic.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:

DGM (LPG-Engineering),  
Indian Oil Corporation Limited,  
LPG Department,  
Delhi & Haryana State Office  
2<sup>nd</sup> Floor, World Trade Centre, Babur Road  
Connaught Place, New Delhi 110 001  
e-mail : sanjaysharma@[indianoil.in](mailto:sanjaysharma@indianoil.in)

**20. 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

**21. TERMS OF PAYMENT**

Payment shall be made as per clause 12 of SCC (Chapter-5).

**22. MOBILIZATION ADVANCE**

Mobilization advance shall not be admissible in this contract.

**23. COST OF BIDDING**

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

**24. CURRENCIES AND PAYMENT**

24.1. Bidders shall quote their prices in Indian Rupees only.

24.2. 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.

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Payment shall be released through e-banking only. Bidder shall submit the bank details for e-payment.

- 24.3. The payments would be made after applicable tax deductions at source.
- 24.4. No advance of any sort shall be payable under this Tender.
- 24.5. The Contractor shall submit bill(s) in the format prescribed by IOCL. 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.
- 24.6. IOCL shall effect payments to the vendors through cheques or E-payments at its discretion, during operation of the said contract/PO/WO.
- 24.7. IOCL shall release the payments within 30 days of submission of bills complete in all respect, subject to acceptance of the work by IndianOil.

### **25. NEGOTIATIONS**

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

### **26. 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.

### **27. 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.

### **28. 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.

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### 29. AWARD OF WORK

- 29.1. The work shall be awarded to a single agency at the discretion of IOCL to the techno-commercially acceptable L-1 bidder.
- 29.2. Initially, work will be awarded for Part-A of Scope of Work only.
- 29.3. Specific notice to start work for Part-B of Scope of Work through separate LoA will be given in last month of execution of Part-A of Scope of Work.

### 30. INTEGRITY PACT PROGRAM

- 30.1. IOCL (OWNER) has signed an MOU with Transparency International India for adoption of the Integrity Pact Program. The MOU is available at IOCL website <http://www.iocl.com/aboutus/DraftMOU.pdf>. Owner is committed to follow the principles of transparency, equity and competitiveness in public procurement.
- 30.2. Bidder has to commit the same through executing an Integrity Pact Agreement (IPA) and declarations which is now a part of tender document. In absence of the same, the tender would be summarily rejected. Format of Integrity Agreement and declaration are enclosed as **Annexure-3(A) & 3(B)**, and are also available at Indian Oil website [www.iocl.com](http://www.iocl.com).
- 30.3. IPA will prevail over General Conditions of Contract with regard to specific clauses of the IPA including consequential breaches by the bidders.
- 30.4. Any violations/ alleged violation of IPA would not be subject matter of arbitration.

### 31. PROHIBITION OF ENGAGEMENT OF CHILD LABOUR

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-6**) for Non-engagement of child labour given.

### 32. CONTRACT AGREEMENT

- 32.1. The entire work covered in the Bidding Document shall be treated as LSTK/EPC Contract. Bidder should quote for the work accordingly.
- 32.2. The Bidder whose bid has been accepted by IndianOil shall enter into formal agreement with IndianOil (as per Performa enclosed in this bid document as **Annexure-13**) within 15 days of the issue of Letter of Acceptance by IndianOil.
- 32.3. 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

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documents, modifications, deviations agreed upon by IOCL and Bidder's acceptance thereof shall constitute a bidding contract between the successful Bidder and IOCL.

- 32.4. 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.

### **33. 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.

### **34. SUBCONTRACT**

The Bidder shall obtain IndianOil '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 IndianOil 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.