

Tender No: RCC/ERO/37/2022-23/LT-275; e-Tender Id: 2023_ERO_164260_1

Title: Engineering, Procurement, Construction (EPC) inclusive of 2 year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop mounted solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur) with further comprehensive O&M for 3 (three) years.



IndianOil

**INDIAN OIL CORPORATION LIMITED
MARKETING DIVISION**

**INDIANOIL BHAWAN
EASTERN REGION OFFICE
REGIONAL CONTRACT CELL,
(2, GARIAHAT ROAD, Kolkata-68)**


Name of Work: Engineering, Procurement, Construction (EPC) inclusive of 2-year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop mounted solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur) with further comprehensive O&M for 3 (three) years.

PART 'A': TECHNICAL COMMERCIAL BID

E-TENDER NO: RCC/ERO/37/2022-23/LT-275

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GSTIN –14AAACI1681G2ZV

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NOTICE INVITING TENDER

(e-tendering)

SUB: Tender No.: RCC/ERO/37/2022-23/LT-275

Engineering, Procurement, Construction (EPC) inclusive of 2-year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop mounted solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur) with further comprehensive O&M for 3 (three) years.


- 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 bidders.
- 3.** IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors 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, Construction (EPC) inclusive of 2-year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur).
 - 4.2. Part-B:** Operation & Maintenance of Solar Plant for a further period of 3 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.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:

6.1.	NAME OF WORK	Engineering, Procurement, Construction (EPC) inclusive of 2 year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur) with further comprehensive O&M for 3 (three) years.
6.2.	TENDER /NIT NO.	RCC/ERO/37/2022-23/LT-275
6.3.	TIME OF COMPLETION Part-A	28 months (4 months for project commissioning + 24 months of inclusive O&M) from date of Site Handing Over (SHO).

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6.4.	TIME OF COMPLETION Part-B	36 months from date of completion of Part-A.
6.5.	DOWNLOAD OF TENDER DOCUMENT	As per e-tender portal
6.6.	CONTACT PERSON	<p>Name: KH. KOM Designation: Deputy General Manager, Sekmai LPG Bottling Plant, Phone: 8133054500 e-mail : khkom@indianoil.in</p> <p>Name: Samar Kshetrimayum Designation: Chief Manager, Sekmai LPG Bottling Plant, Phone: 7763854417 e-mail : kshetrimayums@indianoil.in</p>
6.7.	PRE BID MEETING	Not Applicable.
6.8.	OPENING DATE AND TIME OF E-BID SUBMISSION	As per e-tender portal
6.9.	CLOSING DATE AND TIME OF E-BID SUBMISSION	As per e-tender portal
6.10.	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	As per e-tender portal
		Note: Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.
6.11.	EARNEST MONEY DEPOSIT	<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 the standard format attached in Annexure- E of Tender Document.</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, CPSEs 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>
6.12.	BID VALIDITY	120 days from date of opening of Technical Bids. In case of requirement, IOCL may seek further extension of the validity of offer from the Bidders.
6.13.	NO. OF CONTRACTORS REQUIRED	01 (ONE)
6.14.	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

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	separately in this tender
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Evaluation Criteria:

The procedure for evaluation of tenders shall be as follows:

1. Only the Technical Bid, of those parties uploading their tenders before due date and time of submission, shall be considered for opening.
2. The techno- commercial bid shall be scrutinized and evaluated based on the basis of the uploaded documents in e-tender portal. To assist in the scrutiny, evaluation and comparison of bids, IOCL may, at their discretion, request clarifications on the bid from the bidder including submission of additional documents.
3. The Price Bid of only those parties shall be opened who have submitted all the documents required to be submitted along with Bid as mentioned in NIT. Prior intimation will be sent to the qualifying parties regarding due date and time of opening of Price Bid.
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 years (2019-20, 2020-21& 2021-22) in a sealed envelope in a sealed envelope (activity outside the e-portal). In case there is a tie again, the bidder with highest turnover in any of the last 3 years as submitted against turnover criteria shall be considered as L-1 bidder.

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


For tenders invited during April-September, in case of non-availability of Audited Balance Sheet (Profit and loss account statement)/Published accounts of the immediate preceding year, the Audited Balance Sheet (P&L Statement)/Published account of 4th preceding year (2018-19) shall also be acceptable.

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.

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.

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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.
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). In such situation next lowest shall be considered as L1.
8. IOCL shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part or full. The decision of IOCL in this regard shall be the final.
9. The Rates are to be quoted including all taxes and duties, but exclusive of GST only in the Price-Bid (BOQ). The total quoted amount in the BOQ File will be exclusive of GST and GST as applicable will be paid extra. Prevailing Rate of GST for the tendered job is as per following:

i) Part – A1 of BOQ File:

12% on 70% of total value of work except Operation & Maintenance (Supply, Installation & Commissioning of Solar Power Generating System).

18% on 30% of total value of work except Operation & Maintenance (Supply, Installation & Commissioning of Solar Power Generating System).

Therefore, overall applicable effective GST is 13.80% on total value of work except Operation & Maintenance (Supply, Installation & Commissioning of Solar Power Generating System).

ii) Part – A2 of BOQ File:


18% on Part – A2, i.e., Operation & Maintenance (O&M) of Solar Power Generating System for 2 years after Installation & commissioning.

iii) Part – B of BOQ File:

18% on Part – B, i.e., Operation & Maintenance (O&M) for 3rd, 4th and 5th year after installation & commissioning.

MANDATORY DOCUMENTS TO BE UPLOADED FOR TECHNO-COMMERCIAL EVALUATION

Sr. No	Documents to be submitted along with Techno-Commercial Bid
1	Declaration for Acceptance of Tender terms and conditions [As per Annexure- A of Digital Excel Sheet Declarations_LT-275.xls]
2	Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/Liquidation [As per Annexure- B of Digital Excel Sheet Declarations_LT-275.xls]
3	Compliance Certificate for bidders about land border sharing with India [As per Annexure- C of Digital Excel Sheet Declarations_LT-275.xls]
4	Undertaking pertaining to Purchase Preference linked with Public Procurement (Preference to make in India) (PP-MII) [As per Annexure- D of Digital Excel Sheet Declarations_LT-275.xls]
5	Bid Security Declaration in lieu of EMD [As per Annexure- E of Digital Excel Sheet Declarations_LT-275.xls]

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6	Declaration on Waiver of Conditions/ Deviations (to be submitted on Letter Head) (Refer Annexure – 2 of Tender Document)
7	Price Bid


Purchase Preference linked with Public Procurement (Preference to make in India) (PP-MII)

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

Sr. No.	Description	Details
1.	Supplier Classification:	
a.	Class-I Local supplier	LC \geq 50%
b.	Class-II Local supplier	LC \geq 20% < 50%
c.	Non-Local supplier	LC < 20%
2.	Margin of Purchase preference (PP-MII)	20% (i.e. L1+20%)
Note: Purchase Preference (Preference to Make In India (PP-MII)) shall be admissible only for Class-I Local supplier.		
3.	Tender Category:	Class-I & Class-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 Undertaking on Public Procurement (Purchase Preference to Make In India (PP-MII)) as per **Annexure- D** (to be submitted in Digital Excel Sheet in lieu of Declarations). All bidders availing Purchase Preference in PPP-MII Order 2017, shall have to opt for the preferential benefit at the designated section in the e-tender Portal in addition to submission of necessary documentation(s).

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

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The modality for evaluating purchase preference benefits under PP-MII Order, 2017 shall be as per the following:

Scenario – 1	PP-MII bidder is not L1.	L1 bidder is non-PP-MII bidder PP-MII bidder is not L1 (within +20% of L1)
1	For Non-Divisible items	<p>PP-MII bidder(s) shall be given preference to match the L1 price in the order of their ranking. Order shall be placed on the PP-MII bidder matching the L1 price. If no PP-MII Bidder matches L-1 price, award to L-1 bidder.</p> <p>In case of tie between two or more PP-MII bidders at other than L1 position (within +20% of L1), the bidder with the highest turnover worked out to three decimal points in any of the last three years shall be given preference. In the event of bidder submitting turnover documents for only one or two years, decision will be taken on the basis of turnover documents submitted.</p>
Scenario - 2	PP-MII bidder is L1.	L1 bidder is PP-MII
1	For Non-Divisible items	100% Award to PP-MII Bidder

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Clarification with regard to Scenario Table provided above related to modality forevaluating purchase preference benefits:

Case	Selection of Purchase Preference (PP) in e-portal - (Yes/No)	Document for Purchase Preference (PP) Submitted (Yes/No)	Evaluation	Sample case and Evaluation w.r.t. PP Criteria
1	YES	YES	Eligible for PP	To be considered for PP, wherever applicable (provided submitted documents are valid).
2	YES	NO	Not Eligible for PP	If no documents are submitted for PP, the bidder shall not be considered for PP.
3	NO	YES	Not Eligible for PP	Will not be considered for PP. Note: However, if this Bidder is lowest and PP documents submitted by the Bidder in their Bid are found to be valid, price matching shall not be offered to other bidders eligible for PP in the tender.
4	NO	NO	PP Not Applicable	Will not be considered for PP.

Notes:

- i) PP-MII bidder mentioned above means Class-I Local supplier as defined in the PPP-MII Order 2017.
- ii) Only preferential bidders (eligible MSEs / PP-MII (Class-I)) quoting within the applicable purchase preference margins and agreeing to match L-1 price shall be considered. **Further bidders who do not claim preferential benefit at the designated section of the portal while participating in the tender, will not be considered for any preferential benefit in that tender.**
- iii) In cases of Public Tender for works, if the bidder does not provide declaration against being a Class I or Class II Bidder (even after opportunity(s)), the bid shall be rejected as being from a non-eligible bidder.



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- iv) Wherever preference to MSEs is not applicable, i.e., in case of works, MSE bidder shall be treated as Non Preferential Bidder.
- v) The term “Purchase Preference Linked with Local Content (PP-LC)” appearing in the e-tender Portal shall be read as “Purchase Preference - Make In India (PP-MII)”.

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.

Annexures: Following Annexures are incorporated in tender documents which are to be submitted by the bidders:

- a) Undertaking on Public Procurement Purchase Preference to Make In India (PP-MII) (to be submitted in Digital Excel Sheet in lieu of Declarations) – **Annexure- D**,
- b) Calculation of Local Contents (to be submitted after award & during execution) - **Annexure- D1**.

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

Mode of information to bidders shall preferably be through Mail with copy through courier/registered post.


Receipt both by hand and through post shall be acceptable. If received in advance, the same may be put in tender box.

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.

In absence of response (non-receipt of revised bid/implication), the bid may be treated as one with nil additional discount.

OTHER POINTS:

1. The bid of the party will also be rejected on the following grounds:
 - i. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
 - ii. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) 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.
 - iii. Tenderer submitting fabricated/ false/ forged documents for the tender.

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iv. Tenderer put on holiday list during the pendency of this tender.

Invalid Tenders:

A Tender is invalid and may be rejected in the following circumstances:

- a) Is holiday listed or blacklisted during pendency of tender finalization
- b) Use of White / erasing fluid in bid documents 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) If the tenders contain unacceptable terms and conditions
 - d) If the tender is not according to our format
 - e) In case of suo-moto reduction in the prices offered by the tenderer.
 - f) Revised price bid during validity period without being asked for.

7.0 BRIEF 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.
- i) Fax/ E-mail / Hard Copy of bids shall not be accepted.
- j) IOCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.



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- k) At any time prior to the deadline for submission of bids, IOCL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by amendment.
- l) The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- m) In order to extend reasonable time to bidders for considering amendments while preparing their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.
- n) In exceptional circumstances, IOCL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the response there to shall be made by Fax / e-mail/ e-Tender portal. The bidder, extending the validity of the bid, will not be permitted to modify the bid.
- o) After opening of bids, to assist in the examination, evaluation and comparison of bids, IOCL may, at its discretion, ask the bidder for a clarification on its bid. The request for such clarification and the response shall be in writing through e-Tender portal only.
- p) IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- q) Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.
- r) Contractor shall raise all the bills in the name of IOCL, specific to location or State/Head Office as mentioned in the Letter of Award (LoA) and/or Contract Agreement.
- s) Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
 - o For disputes up to stage of LOA-Jurisdiction shall be at Guwahati.
 - o For disputes during execution- Jurisdiction shall be at Guwahati.

8.0 Clauses towards eligibility by bidder from a Country which shares a Land Border with India:

- i. 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 registration certificate is to be submitted along with the bid.
- ii. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the department of promotion of Industry & internal trade (DPIIT).
- iii. Registration should be valid at a 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 the order, registration shall not be a relevant consideration during contract execution.
- iv. However the bidder 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 development projects may participate in the tender and they shall not require any separate registration for the participant.
- v. "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 judicial 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.
- vi. "Bidder" from a country which shares a land border with India for the purpose of this order " means:-
 - (a) An entity incorporated, established or registered in such a country; or
 - (b) A subsidiary of an entity incorporated, established or registered in such a country; or



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- (c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- (d) An entity whose beneficial owner is situated in such a country; or
- (e) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

i. “Beneficial owner” in the above paragraph will be as under:

1. In case of company or Limited Liability Partnership, the beneficial owner is the natural persons(s), who, whether acting alone or together, or through one or more judicial 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 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;
2. In case of a 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;
3. 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, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3)



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above, the beneficial owner is the relevant natural person who hold the position of senior managing official;

5. 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.
- ii. An “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.
- iii. 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.
- iv. Bidder shall submit a certificate as per Annexure- C 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 ground for immediate termination and further legal action in accordance with law.

9.0 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).

Title: Engineering, Procurement, Construction (EPC) inclusive of 2 year comprehensive Operation & Maintenance (O&M) of 200KWp On-grid Ground & Rooftop mounted solar power project at Indian Oil Corporation Ltd., Sekmai Bottling Plant, (Manipur) with further comprehensive O&M for 3 (three) years.



If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, 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 L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, then the bid of the next higher eligible bidder will be considered for 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 hereinabove 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 along with the techno-commercial bid as per Annex- B attached in Tender Document.

10.0 "PROVISION OF CLAUSES RELATED TO BUSINESS TRANSACTION STATUS OF BIDDERS.

- 1.** Tenders who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.
- 2.** If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc., in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

11.0 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.

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. Thunderstorms 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.

**Yours faithfully,
For Indian Oil Corporation Limited,**

**Chief General Manager, Contract Cell.
Eastern Regional Office,
Kolkata**