

 <b>IndianOil</b> A Maharatna Company	<b>TENDER NO: RCC/ERO/37/2022-23/LT-27</b>	<b>Page 1 of 12</b>
	<b>Engineering, Procurement, Construction (EPC) inclusive-of 2-Year Comprehensive Operation &amp; Maintenance (O&amp;M) of 92 KWp On- Grid Ground Mounted Captive Solar Power Project along with 5 KWp hybrid solar plant for lighting across the 92 KWp plant at IndianOil Lumding Terminal, Dist.-Hojai, Assam with its further Comprehensive O&amp;M for 3 Years..</b>	

### **NOTICE INVITING TENDER**

(E-tendering)

**SUB :** Engineering, Procurement, Construction (EPC) inclusive-of 2-Year Comprehensive Operation & Maintenance (O&M) of 92 KWp On- Grid Ground Mounted Captive Solar Power Project along with 5 KWp hybrid solar plant for lighting across the 92 KWp plant at IndianOil Lumding Terminal, Dist.-Hojai, Assam with its further Comprehensive O&M for 3 Years..

Tender No.:

- 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 142<sup>nd</sup> position in the year 2021.
- 2.** Presently, IOCL proposes to set up 92 KWp On-Grid Ground Mounted Captive Solar Power Project along with 5 KWp hybrid solar plant on Lump-sum Turn-key (LSTK) basis through qualified selected bidder.
- 3.** IOCL intends to select and appoint suitable EPC Vendors / 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 and Construction (EPC) of 92 KWp On-Grid Captive Solar PV (SPV) Plant along with 5 KWp hybrid solar plant on turnkey basis on the premises of Indian Oil's Lumding Terminal at Lumding, Dist.-Hojai, Assam inclusive of comprehensive O&M of the SPV Plant for a period of two years from the date of successful project commissioning.
  - 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:**

<b>6.1.</b>	NAME OF WORK	Engineering, Procurement, Construction (EPC) inclusive-of 2-Year Comprehensive Operation & Maintenance (O&M) of 92 KWp On- Grid Ground Mounted Captive Solar Power Project along with 5 KWp hybrid solar plant for lighting across the 92 KWp plant at IndianOil Lumding Terminal, Dist.-Hojai, Assam with its further Comprehensive O&M for 3 Years.
<b>6.2.</b>	TENDER NO /E_TENDER ID	: <b>RCC/ERO/37/2023-24/LT-27</b> : <b>2023_ERO_167587_1</b>
<b>6.3.</b>	TIME OF COMPLETION Part-A	27 months (3 months for project commissioning + 24 months of inclusive O&M) from date of Site Handing Over (SHO).
<b>6.4.</b>	TIME OF COMPLETION Part-B	36 months from date of completion of Part-A.
<b>6.5.</b>	DOWNLOAD OF TENDER DOCUMENT	Refer e-Tender portal
<b>6.6.</b>	CONTACT PERSON	A K Das Email ID: <a href="mailto:abanikrd@indianoil.in">abanikrd@indianoil.in</a> M-9435557903
<b>6.7.</b>	PRE BID MEETING	NA

<b>6.8.</b>	OPENING DATE AND TIME OF E-BID SUBMISSION	Refer e-Tender portal
<b>6.9.</b>	CLOSING DATE AND TIME OF E-BID SUBMISSION	Refer e-Tender portal
<b>6.10.</b>	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	Refer e-Tender portal



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6.11.	EARNEST MONEY DEPOSIT	<p>Bidders to note that there shall be no requirement of paying EMD against 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 declaration file in excel.</p> <p>The requirement of submission of Bid Security Declaration shall be applicable on bidders who are exempted from Payment of EMDs (MSEs as per PPP, Start ups, CPSE &amp; JVs).</p> <p>The bid shall be <b>summarily rejected</b> 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	<b>04 (Four) months from last date of bid submission.</b>
6.13.	ESTIMATED RATES	<ol style="list-style-type: none"> <li>1. <b>Rs. 67, 31,270/-</b> incl. GST for Supply &amp; Installation part of 92 KWp on grid+ 5 KWp hybrid plant.</li> <li>2. <b>Rs. 162,840/-</b> incl. GST for Supply &amp; Installation of 2 no's poles with 8 no's of 150 W LED lights and necessary fittings.</li> <li>3. <b>Rs. 59,600/-</b> per year excl. GST for O&amp;M of 92KWp on grid + 5 KWp Hybrid solar plant i.e. Rs. 3, 51,640/- incl. GST for 2+3 = 5 years.</li> </ol>

**7.0 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 qualifying parameters mentioned above and 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 supporting documents/clarifications.
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. The lowest quote after opening of Price Bids shall be considered for further processing.
5. Party who has quoted the lowest rate (L1 rate) 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

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Documents of the preceding three years (2020-21, 2021-22, 2022-23) 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.

For tenders published during April-September, in case of non-availability of audited balance sheet (Profit & Loss Account statement)/published accounts of the immediate preceding year, the audited balance sheet (P&L statement) / published account of 4<sup>th</sup> preceding financial year (2019-20) shall also be acceptable.

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

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

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

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

6. 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.
7. 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.
8. In case a bidder is put on holiday / Black listed after opening of price bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.
9. 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.

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

- i) Mode of information to bidders shall preferably be through Mail with copy through courier/registered post.
- ii) Receipt both by hand and through post shall be acceptable. If received in advance, the same may be put in tender box.



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iii) Normally at least 7 days shall be given for submission & opening of revised price-bid / price implication. However IOCL reserves the right to alter this period.

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

**10.** 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. Present 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 1 Year after Installation.

iii) Part – B of BOQ File:

**18% on Part – B**, i.e., Operation & Maintenance (O&M) for 2<sup>nd</sup> year after installation and for 3<sup>rd</sup> year after installation.

**11.** Purchase Preference linked with Public Procurement ( Preference to make in India) (PP-MII ) is not applicable

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iv. 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.

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.

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- 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.
- 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.



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- 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 **Kolkata**.
  - o For disputes during execution- Jurisdiction shall be at **Gauhati**.

**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 validity 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.





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- 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:-
- An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- VII. "Beneficial owner" in the above paragraph will be as under:
- 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:-

- "Controlling ownership interest" means ownership of or entitlement to, more than twenty- five percent of shares or capital or profits of the company;
  - "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;
- 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;



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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) 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.
- VIII. An “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.
- IX. 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.
- X. 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.

## **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

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applicable).

If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, 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.

## **“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.

### **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,

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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](http://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.

**GM (contract cell)  
RCC, ERO**