



TENDER NO: **RCC/NR/UPSO-2/ENG/LT-261/24-25**

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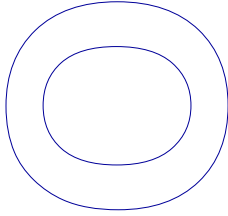
Name of Work: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.



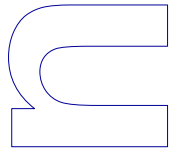
Tender No.: RCC/NR/UPSO-2/ENG/LT-261/24-25



e-Tender ID: 2024_NRO_182598_1



TECHNO-COMMERCIAL BID

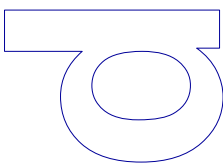


Name of Work:

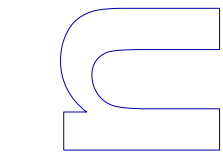
Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.



(For Last date/time of submission of tender, please refer tender scheduled dates in GeM portal)



IndianOil
A Maharatna
Company



**TENDER NO: RCC/NR/UPSO-2/ENG/LT-261/24-25****Name of Work: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.**Page
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Name of Work: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.

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CHAPTER-1

SPECIAL INSTRUCTIONS TO BIDDERS

Attached separately.



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CHAPTER-2

NOTICE INVITING TENDER (NIT)

Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> under **Two - bid system** for the work as detailed below:-

#	PARTICULARS	DETAILS
1.	TENDER NUMBER	: RCC/NR/UPSO-2/ENG/LT-261/24-25
2.	e-TENDER ID	: 2024_NRO_182598_1
3.	NAME OF WORK	: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under Uttar Pradesh State Office-2.
4.	LOCATION OF WORK	: Indian Oil Corporation Limited (M.D.) Plant: 1544, Bijnor Terminal Near Adarsh Nagar, Distt: Bijnor 246743 BIJNOR INDIA GSTIN: 09AAACI1681G1ZN Plant: 1555, Shahjahanpur Depot GSTIN: 09AAACI1681G1ZN Shahjahanpur Depot SHAHJAHANPUR, UP, PIN 242307 PO Banthra 242307 BANTHRA INDIA Plant: 1541, Meerut Terminal GSTIN: 09AAACI1681G1ZN Meerut Terminal Vedvyaspuri, PO: Ind Estate, PUTHA 250103 PARTAPUR (MEERUT) INDIA
5.	ESTIMATED VALUE OF WORK	: Rs. 2,46,86,117.04 /- inclusive of GST GSTIN: 09AAACI1681G1ZN 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.
6.	TENDER FEE	Nil Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.nic.in)
7.	EARNEST MONEY DEPOSIT	: 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. (Annexure K) 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, Startups, CPSEs and JVs). The bid shall be liable for Rejection if Bid Security Declaration in lieu of EMD is not uploaded in e-Tendering portal on or before tender submission date and time.



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8.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:																																												
	a) STARTS ON	: As per e-Tender Portal https://iocletenders.nic.in																																											
	b) ENDS ON	: As per e-Tender Portal https://iocletenders.nic.in																																											
9.	PRE-BID MEETING	<p>: As per e-Tender Portal https://iocletenders.nic.in</p> <p>Pre-Bid Meeting at New Delhi.</p> <p>Northern Region Office, Regional Contract Cell, Indian Oil Bhavan, 1, Sri Aurobindo Marg, Yusuf Sarai, New Delhi – 110016.</p> <p>(Any clarification sought by the tenderer regarding the tender shall be attended in the Pre-Bid meeting. Hence, Tenderers are advised to attend the Pre-Bid meeting as detailed in the NIT. Tenderer may note that the Pre-Bid Minutes uploaded in the tender after said Meeting shall form a part of tender document. Hence tenderer shall have to accept all the terms & condition of the Pre-Bid Minutes for quoting their offer.)</p> <p>Bidder are advised to send their queries through e-mail at least 48 hours prior to commencement of pre-bid meeting schedule.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th colspan="5">FORMAT FOR PRE-BID QUERY TO BE RAISED</th> </tr> <tr> <th rowspan="2">Sl. No.</th> <th rowspan="2">Ref. of Page no.</th> <th colspan="2">Tender Document</th> <th rowspan="2">Subject</th> <th rowspan="2">Query</th> </tr> <tr> <th>Clause no.</th> <th>Para no.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>	FORMAT FOR PRE-BID QUERY TO BE RAISED					Sl. No.	Ref. of Page no.	Tender Document		Subject	Query	Clause no.	Para no.																														
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10.	SUBMISSION OF TENDER IN e-TENDER PORTAL:																																												
	a) STARTS ON	: As per e-Tender Portal https://iocletenders.nic.in																																											
	b) ENDS ON	: As per e-Tender Portal https://iocletenders.nic.in																																											
11.	DUE DATE FOR OPENING OF TENDER:																																												
12.	OPENING OF TENDER	As per e-Tender Portal https://iocletenders.nic.in																																											
<p><i>Note: The Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of Published Tender.</i></p>																																													
13.	TENDER VALIDITY	: Offer shall be valid for 180 days from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.																																											
14.	SECURITY DEPOSIT	<ul style="list-style-type: none"> ▪ Initial Security Deposit (ISD): The contractor shall submit within specified time (within 15 days from LOA for contracts having value less than 10 crores & within 21 days for contracts having value over Rs. 10 Crores) as per award intimation, deposit ISD for an amount equal to 2.5% of the total contract value, in one or more of the following modes: (i) By online mode (IMPS/ NEFT/ RTGS). (ii) By Bank Guarantee(s) in the prescribed form not less than Rs. 1 Lakh. This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the defect liability period. ▪ Security Deposit: (i) Security deposit shall be equivalent to 10% of the value of work done (there shall not be any upper ceiling for security deposit amount) unless otherwise agreed to in the agreed variations. The total Security Deposit will be on the value of the work executed and not on the value of the work order. (ii) As soon as the tender is accepted, the contractor shall be advised to deposit the amount equivalent to 2-1/2% of the value of the work order within the prescribed period from the date of issuance of Letter of Acceptance. Earnest money deposited by the contractor along with the tender shall be converted into security deposit and may be adjusted against the said 2-1/2% deposit. This 2-1/2% deposit is termed as Initial Security Deposit (ISD): 																																											



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		<p>a) The remaining 7-1/2% of the security deposit amount shall be recovered from the running payments made to the contractor for the work done. The recoveries shall be made @ 10% of the executed value till the required amount of security deposit is deducted based on 10% of total contract value as defined in GCC.</p> <p>b) The Contractor will be permitted to furnish a Bank Guarantee as per format attached for the full Security Deposit of 10% of the total contract value, in advance, in which case, no Initial Security Deposit will be required to be furnished and no deductions shall be made from his running bills towards Retention Money. Bank Guarantee shall be in the prescribed form from a scheduled bank and the amount covered by such BG is not less than Rs. 1,00,000. The Bank Guarantee shall be valid for a period of not less than three months after the expiry of Defect Liability Period.</p> <p>(iii) If after completion of the work, the final executed value falls below the total contract value as indicated in the LoA, such that the total Security Deposit (made up of initial Security Deposit and Retention Money or otherwise) is in excess of the total required Security Deposit as per GCC of the final executed value, such excess amount shall be refunded to the Contractor after the Final Bill is passed. Alternately, the contractor may substitute his part or full security deposit with BG, whereupon the equivalent amount shall be refunded to the contractor. Such BG shall be valid till three months after defect liability period.</p> <p>(iv) If the Security Deposit furnished by the Contractor in the form of Bank Guarantees, is in excess of the full Security Deposit calculated on the contract value, by over Rs.1 Lakh, the Contractor shall be permitted to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the reduced value of Security Deposit.</p> <p>(v) If the Security Deposit furnished by the Contractor in the form of Bank Guarantees, is short of the full Security Deposit calculated on the final executed value, the Contractor shall be asked to replace the Bank Guarantee(s) already submitted, by Bank Guarantee(s) to cover the increased value of Security Deposit. Pending submission of the fresh BG for revised value, recovery of the shortfall may be made from the RA / Final bill.</p> <ul style="list-style-type: none">▪ All the works carried out by the Contractor shall be covered under defect liability period for a period of 12 (Twelve) months from the date of handing over of completed work to IOCL.▪ Security Deposit shall not carry any interest.
15.	WORK COMPLETION TIME	: 9 months (6 months for project commissioning from date of Site Handing Over (SHO) and 3 months for the project Acceptance). (Breakup of 9 months for project planning purpose - 1 month for design, next 2 months for Supply of spares & materials, next 3 months for Installation, Testing & Commissioning & 3 months for Project Acceptance)
16.	PRICE ADJUSTMENT	: <ul style="list-style-type: none">▪ ½% per week of the total contract value (maximum 10% of the Total Contract Value). The time limit for completion of subject work is as per the work completion schedule of 9 months given above, which shall be strictly adhered to, failing which price adjustment shall be applicable in line with tender terms and condition.
17.	PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) OF 2017	: This tender is a “works tender” and Public Procurement (Preference to Make in India) Order 2017, revision dt. 16.09.2020 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 shall be applicable for this tender, and bids shall be evaluated based on this Policy. MSE 2012 Policy is not applicable in this Tender. Preference or relaxations to Start Ups is also not applicable for this tender.



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Name of Work: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.

			<ul style="list-style-type: none">▪ The tendered work is non-divisible.		
18. MODE OF TENDER SUBMISSION	:		You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender.		
19. VERIFICATION OF ORIGINAL DOCUMENTS	:		<p>Document verification with Originals shall be carried out only for the successful bidder(s) within 7 (Seven) working days from the date of opening of price bids or as advised by IOCL.</p> <p>a) Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s).</p> <p>b) For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents.</p> <p>c) Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer.</p> <p>d) Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order.</p> <p>If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing of the bidder / vendor.</p>		
20. Escalation / De-escalation	:		Will not be applicable as per details given in SCC of the tender.		
21. Reverse Auction (RA)	:		Will be applicable as per details given in SCC and Part-B of the tender.		
22. CONTACT PERSON (for site visit)	:	Name : Aman Kumar Designation : Assistant Manager(E) UPSO II Contact No. : 9917026047 E-mail : kumara47@indianoil.in			
23. CONTACT PERSON (Tender Stage)	:	Capt. Awaneesh Kumar E mail id: kumarawaneesh@indianoil.in Tel.no.: 011- 2652 1949 (Extn 2340)			
24. GST (GOODS & SERVICE TAX)	:	Rates of the items excluding GST, which shall be paid separately.	<p>Contractor will be required to submit GST Compliant invoices with HSN (harmonized system of Nomenclature i.e. Excise classification)/SAC codes (Service Accounting Code) duly complying with the requirement of place of supply and other requisite details.</p> <p>Note: For compliance of the statute, bidders are advised to refer GST law and Rules being framed there under from time to time. The IOCL GST NO for respective State is as below:</p> <table border="1"><tr><td>Uttar Pradesh</td><td>09AAAC11681G1ZN</td></tr></table>	Uttar Pradesh	09AAAC11681G1ZN
Uttar Pradesh	09AAAC11681G1ZN				
25. PAYMENT FOR EXTRA ITEMS	:	Payment for extra items if any shall be made as per following priority:			



		<p>i. Basic HO-SOR Rates for MDO, BDO & NDO as applicable on date of opening of technical bid with applicable discount quoted by the bidder in the Tender</p> <p>ii. Finalized rates of M&I rate contracts for Bijnor, Banthra & Meerut area.</p> <p>iii. In case of Non-SOR Items, Payment shall be made as per rate analysis with actual market rates being basis of rates of each items.</p> <p>In case of Surcharge in tender, no extra payment over basic HO SOR rates, as applicable for respective DO, will be made for extra items.</p>
<p>26. INSOLVENCY PROCEEDINGS</p>		<p>Undertaking related to Insolvency & Bankruptcy code 2016 is applicable for which all bidders to upload the Declaration as enclosed in the Technical Bid.</p> <p>Offers from the following type of bidders shall not be considered:</p> <p>a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under insolvency and bankruptcy code,2016(code) or any other applicable law (in case where code is not applicable),</p> <p>b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code or any other applicable law (in case where code is not applicable) against/by the bidder at any stage of evaluation of the bid.</p> <p>Notes:</p> <p>i. 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 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).</p> <p>ii. If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought here in above, 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 including forfeiture of the earnest money deposit, if any, provided by the bidder.</p> <p>iii. 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.</p> <p>iv. 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.</p> <p>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 result 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.</p>
<p>27. UNDERTAKING RELATED TO INSOLVE :</p>		<p>APPLICABLE</p>



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& BANKRUPTCY CODE, 2016		
28.	LAND BORDER CLAUSES	<p>Any Bidder from a country which shares a land border with India will be eligible to bid in this tender as per clause given below only if the bidder is registered with the competent authority. Copy of the registration certificate & declaration as in enclosed in the Technical Bid are to be submitted along with the bid.</p> <p>a) Any bidder from a country which shares a land border with india will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.</p> <p>b) The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIT).</p> <p>c) Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.</p> <p>d) However, the bidders from those countries (even if sharing the land border with India) to which the Government of Indian has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.</p> <p>e) "Bidder" (including the term 'tenderer' , 'consultant' or 'service provider' in certain contexts) means any person of firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.</p> <p>f) Bidder from a country which shares a land border with India for the purpose of this Order means:</p> <p>i) Any entity incorporated, established, or registered in such a country; or</p> <p>ii) A subsidiary of an entity incorporated, established, or registered in such a country; or</p> <p>iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or</p> <p>iv) An entity whose "beneficial owner" is situated in such a country; or</p> <p>v) An Indian (or other) agent of such an entity; or</p> <p>vi) A natural person who is a citizen of such a country; or</p> <p>vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</p> <p>g) "Beneficial Owner" in the above paragraph will be as under:</p> <p>i) In case of a Company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.</p> <p>Explanation –</p>



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		<ul style="list-style-type: none"> ✓ “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 the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements. ii) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership; iii) In case of 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; iv) Whether no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership. h) An “ Agent” is a person employed to do any act for another, or to represent another in dealings with third persons. i) 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. <p>Bidders shall submit a certificate as per the format given in Tender documents regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.</p>
<p>29.</p>	<p>BUSINESS TRANSACTION STATUS BIDDERS</p>	<p>Tenderers who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.</p> <p>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 if provided by the tenderer, in any form whatsoever.</p>
<p>30.</p>	<p>Tender Query/Technical Query /PQC Query</p>	<p>Tender Query/Technical Query/PQC Query Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer. IOCL reserves the right to complete the evaluation, with or without seeking any additional supporting documents / clarifications.</p>



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		Query other than PQC If there are at least 3 (three) techno-commercially acceptable bids without the need of seeking any clarifications from them on opening the Un-Priced Bid, only one query with a fixed deadline shall be raised to non-compliant bidders. (except in Zero Deviation Bid).
31.	<ol style="list-style-type: none">1. Corporation reserves the right to revise/extend any Date/time from scheduled timelines of published tender.2. 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.3. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.4. Any variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.	
<p>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.</p> <p>IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarification.</p>		

32. QUALIFICATION CRITERIA:

The tender will be floated in Two-Bid system.

As part of Technical Bid evaluation, the bids shall be evaluated against the following Criteria:

Bidders shall be required to mandatorily submit the Bid Security Declaration (BSD) given at **Annexure K** of Part B of the tender document. In case bidder does not submit BSD as mentioned above, then the bid shall be liable for rejection.

33. OTHER COMMERCIAL CRITERIA:

Other Commercial Criteria is also the part of technical evaluation. The Techno Commercial Bid shall be scrutinized and evaluated based on the Pre-Qualification criteria and other commercial criteria as mentioned in this Notice Inviting Tender. Further Technical Bid shall be evaluated based on the uploaded documents in the e tender portal.

Following other commercial documents are required to be provided by the bidders.

S.N.	Criteria	Documents to be submitted
1.	PAN	Scanned copy to be submitted.
2.	PF Registration Certificate	Scan copy of Valid PF registration no. copy to be submitted. In case a bidder is not covered under the PF Registration Rule due to the number of employees working under him being less than the threshold limit of 20 then, then Contractor should submit INDEMNITY BOND UNDERTAKINGS PERFORMA 'B' (FOR PF) as per given format, giving the reference of tender no.
3.	GST Registration Certificate (GSTIN no.)	The party should submit valid GSTIN number. In case GSTIN no is not available, an undertaking (on letter head) must be uploaded along with the bid as per format given in the tender.
4.	ESI Registration code	The party should submit valid ESI Registration code.

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5.	Partnership Deed or Certificate of Incorporation with Memorandum & Articles of Association	Scan copy to be submitted. In case the bidder is sole proprietor, he will upload undertaking certifying that he is sole proprietor as per given format.
6.	Power of Attorney/ Board Resolution in favor of tender signing Authority	Authority of the person uploading the bids with his DSC (Digital Signature Certificate) shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as per the following: <u>In case of Proprietary Concern:</u> <ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. (Annexure – X) If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern. <u>In case of Company:</u> <ul style="list-style-type: none"> Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company. <u>In case of Partnership Firm/LLP:</u> <ul style="list-style-type: none"> POA along with Deed of Partnership / LLP Agreement. <u>In case of Co-Operative Society:</u> <ul style="list-style-type: none"> Copy of resolution passed as per Society Rules.
7.	Undertakings and Declarations on Acceptance of Tender Terms and Conditions. Bidders shall upload this document instead of complete set of technical bid documents as a token of their acceptance	To be submitted as per format - (Annexure – A)
8.	Declaration on NCLT / NCLAT /DRT /DRAT/ Court receivership/ liquidation	To be submitted as per format attached- (Annexure – B)
9.	Certificate regarding bidders from countries which shares a land border with India	To be submitted as per format attached -(Annexure – C) (With compliance to clause given in Section 2 of Part B)
10.	Proforma of Tender not tempered	To be submitted as per format attached -(Annexure – D)
11.	Undertakings and Declarations for "Holiday Listing"	To be submitted as per format attached -(Annexure – E)
12.	Declaration A, B, C & D:	To be submitted as per format attached -(Annexure – F)
13.	Undertaking for Business Transaction status of bidders	To be submitted as per format attached -(Annexure – G)



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14.	Particulars of Bidder Firm	To be submitted as per format attached - (Annexure – H)
15.	Undertaking of No Multiple Bidding	To be submitted as per format attached - (Annexure – I)
16.	DECLARATION AND UNDERTAKING ON PURCHASE PREFERENCE (PP-MII) POLICY:	To be submitted as per format attached- (Annexure – J: Part-I and Part-II)

(All the above credentials under above Clause shall be in the name of the bidder.

Note:

Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC and **other commercial criteria** along with their offer. Failure to meet the PQC and **other commercial criteria** will render the bid to be rejected.

IOC reserves right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarifications.

Following undertaking are to be taken by the successful bidder before placement of work order.

- 1) Undertaking for non-engagement of child labour
- 2) Format for payment to vendors through electronic mode
- 3) Safety declaration
- 4) Indemnity bond undertaking for PF
- 5) ESIC Certificate and the indemnity bond as per the format attached with the tender.
- 6) Bank guarantee format for security deposit
- 7) Form of contract
- 8) Contract Agreement
- 9) SITE ORGANOGRAM meeting Project management team criteria

34. EVALUATION OF TENDERS:

The procedure for evaluation of tenders shall be as follows:

- 34.1 The technical bid of all the bidders submitting their tenders through e-tender website before due date and time shall be opened on due date & time of opening.
- 34.2 The techno-commercial bid shall be scrutinized and evaluated based on the pre-qualifying parameters (PQ) and other commercial criteria as mentioned in NIT. Technical bid shall be evaluated based on the uploaded documents in e-tender portal.
- 34.3 As per PP-MII order 2017 only Class-1 Local supplier & Class-2 Local supplier are eligible to bid in this tender.
- 34.4 Notwithstanding any other condition/provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failing to submit these documents will lead to rejection of the bid. IOC reserves the right to complete the evaluation based on the details furnished by the bidders with or without seeking any additional supporting documents/clarifications.
- 34.5 Notwithstanding any other condition/provision in the tender documents, bidders are required to submit complete documents pertaining to "Other Mandatory Documents" along with their offer. Failing to submit these documents will lead to rejection of the bid. IOC reserves the right to complete the evaluation based on the details furnished by the bidders with or without seeking any additional supporting documents/clarifications.

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- 34.6 Price Bid of only those parties shall be opened who qualify as per the qualifying parameters after evaluation as mentioned above. Prior intimation will be uploaded on e-tender portal regarding due date and time of opening of Price Bid.
- 34.7 The selection of L1 bidder will be based on lowest acceptable Net Delivered Prices for all the items in the price schedule put together.
Net Delivered price = Delivered price minus Input tax credit available to IOCL.
- 34.8 Evaluation criteria in case of tie i.e. identical rates quoted by more than one party:
- (i) In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. Above exercise shall currently be an offline activity outside the e-portal.
- (ii) The bidders while seeking revised bids, shall be advised to witness the opening of sealed envelopes.
- (iii) In case there is a tie again, the bidder with the highest turnover in any of the last three years as submitted against turnover criteria shall be considered as L1 bidder.
- (iv) In an exceptional case where turnover is also same OR in case of start-ups bidders, the bid submitted earlier in the portal in terms of both date and time shall be considered for award of job.
- (v) The bidders against limited tenders shall also be required to submit documents against turnover along with their discount bid. In the event of bidder submitting turnover documents for only one or two years, L-1 shall be decided on the basis of turnovers submitted.
- (vi) Modality for receiving price implication from bidders for breaking of tie:
- a) Mode of information to bidders shall preferably be through mail with copy through courier/ registered post etc.
- b) 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 notice shall be given for the submission & opening of revised price-bid / price implication.
- c) In absence of response (non receipt of revised bid/ implication or request for extension), the bid may be treated as one with nil additional discount.
- 34.9 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.
- 34.10 IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BOQ.
- 34.11 As the tendered works is in the nature of works contract, Purchase preference as per PPP 2012 is not applicable for MSEs.
- 34.12 Purchase Preference: Purchase preference as per PP-MII order 2017 (Including amendments) revision dt. 16.09.2020 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 shall be applicable for this tender as per following details:
- 34.12.1 The applicable definition shall be covered under public procurement (Preference to make in India) order 2017 -Revision 16.09.2020 issued by DPIIT.
- 34.12.2 The supplier clarification, 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	Supplier Classification:	
a.	Class-1 Local supplier	LC >= 50%
b.	Class-2 Local supplier	LC >=20% < 50%
c.	Non-Local supplier	LC < 20%
2	Margin of Purchase preference (PP-LC)	20% (i.e., L1+20%)
3	Eligibility	Class-1 Local supplier & Class-2 Local supplier are eligible to bid.

- 34.12.3 Verification of local content:

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- a) The class 1 local supplier / Class 2 local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the items offered meet the local content requirement for class 1 local supplier/class2 local supplier, as the case may be. They shall give details of the location(s) at which local value addition is made as per the formats given in the tender.
- b) In case of procurement for a value in excess of Rs. 10 crores, the class 1 local supplier/class2 local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (In case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content as per the formats given in the tender.
- c) False declaration 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 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 procurement entity for the duration of 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 9th of the order.
- 34.12.4 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 the 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 ministry/department permitting their participation. The term entity of a country shall have the same meaning as per the FDI policy of DPIIT as amended from time to time.
- 34.12.5 All bidder participating in the tender shall submit LC declaration against qualifying as class 1 Local Supplier , class 2 local supplier. The formats for bidder declarations/undertaking on classification regarding local content are provided in the tender. Local valuer addition through services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc shall continue to be considered as local content calculation.
- 34.12.6 **Preference to PP-MII bidders (class-1 Local Supplier)**
- a) Purchase preference benefit shall be given only to Class-I local supplier. Suppliers of goods and / or provider of service shall be a business entity which are classified as Class-I locale supplier - whose goods, services or works offered for procurement, has local content equal to or more than 50% as defined under PP-MII order 2017.
- b) The margin for the Purchase Preference shall be L+20%.
- c) The bidder claiming the PP-MII benefit shall be required to furnish an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract. (Annexure - J)
- d) PURCHASE PREFERENCE: The modalities for purchase preference under PP-MII policy shall be as follows:
- If the PP-MII (Class-I) bidder doesn't indicate the option (even after opportunity), IOCL shall evaluate the bid as per the default option i.e., non-preferential bidder.
 - The subject work will be awarded to one bidder and non-divisible, the class-I local supplier shall get purchase preference over class-II local supplier as per following procedure:

Conditions	Distribution methodology
Case: I Class I Local Supplier bidder is L1	Allocation for 100% of the work shall be awarded to the L1 bidder
Case: II Class II Local Supplier is L1 Class I Local Supplier are within L1+20% and eligible for Purchase preference	The lowest bidder among the Class-I local supplier will be invited to match the L1 price. 100% work be awarded to Class I Local Supplier subject to matching of L1 rates. In case such Class-I local supplier fails to match the L1 rate, the Class-I local supplier with next higher bid within the margin of Purchase Preference shall be invited to match L1 Price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of Purchase Preference matches the L1 price, 100% work shall be allocated to the L1 Bidder.
Case: III	100% work shall be awarded to Class II Local Supplier, who is original L1.



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Class II Local Supplier is L1
No Class I PP-MII bidder are within L1+20%

34.12.7 General guidelines on preferential bidding:

- A.** Preferential bidding guidelines: The preferential bidding module has been implemented in the e tender (NIC) portal for availing preferential treatment bidders 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 supportive documents for preferential bidding. A pop-up message warning that bidder will not be allowed purchase preference (MSE as well as PP-MII 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, bidder will be able to claim preferential treatment benefit only if they have declared themselves as preferential bidder in their profile.
- B.** Methodology with respect to acceptance of claim "Preference category "in preferential bidding shall be as per following matrix:

SI NO	Selection of preference category in e-portal by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment in allocation
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment
3	NO	YES	To be considered for preferential treatment, wherever applicable
4	NO	NO	Will not be considered for preferential treatment.

- 34.12.8 It is to be noted that for availing purchase, bidder must update the necessary details in their profile in my account menu in the e tender (NIC) portal. Bidder who have updated details in bidder profile under any of the preference category will get option to avail preferential benefit and upload supporting document for availing preferential treatment, based upon the tender provisions regarding applicable preferences categories.
- 34.12.9 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.
- 34.12.10 It is reiterated that only preferential bidders (PP-MII (Class I local supplier) 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.
- 34.13 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 as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.
- 34.14 There is no relaxation for turnover and work experience for Start-up as the tender is of works contracts
- 34.15 The Bidders are advised to submit their offers strictly as per the terms and conditions and specifications contained in the tender document and not to impose conditions/ counter conditions. Conditional tenders received subsequent to the pre bid meeting shall be liable for rejection. The Corporation reserves the right to cancel the tender or accept any tender in whole or reject any or all tenders without assigning any reasons.
- 34.16 The bid of the party is also liable for rejection on the following grounds:

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- 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) Bidder submitting fabricated/false/ forged documents for the tender.
- iv) Bidder put on holiday list during the pendency of this tender
- v) Whose insolvency resolution process or liquidation or bankruptcy proceedings is initiated under the code at any stage of evaluation of the bid.

34.17 Offer from following bidders shall not be accepted: -

- i) Who are in the Holiday list of IOCL or its Administrative Ministry, MoPNG.
- ii) Who are under liquidation, court receivership or similar proceedings.
- iii) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- iv) Whose insolvency resolution process or liquidation or bankruptcy proceedings is initiated under the code at any stage of evaluation of the bid.

Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the subject job for which they are working as consultant.

34.18 Affiliates of a firm are not permitted to make separate bids directly or indirectly. Two or more Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. If two or more affiliates submit a bid, then all of them are liable for disqualification.

It will be treated that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of person format and/or in a Company format.

- a. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- b. A person shall be deemed to have bid in a partnership format or in association of person format if he is a partner of the firm which as submitted the bid or is a member of any association of person which has submitted a bid.
- c. A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid or is a Director of the Company which has submitted a bid or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which

35. OTHER POINTS:

35.1 The tender is invalid and shall be rejected in the following circumstances:

- a) Does not fulfill minimum qualification criteria prescribed in the tender documents.
- b) In case the bidder misrepresents facts or submits, forged, false or fabricated document.
- c) Bidder is holiday listed as per prevailing holiday listing guidelines.
- d) Bidder is banned for participation in tenders for a specific period as per CPE guidelines wherever applicable.
- e) If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of evaluation of bid.

35.2 Tender is also liable for rejection if the bidder:

- a) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded before closing date and time of tender
- b) Stipulates the validity period of the bids lesser to what is stated in the tender document.
- c) Quotes the rates or prices in documents other than price bid documents (for two-bid tenders).

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- d) Stipulates his own conditions and refuse to withdraw them.
- e) Does not disclose the full names and addresses of all his partners in the case of a partnership concern.
- f) Does not fill in and sign the tender acceptance formats as specified in the tender.
- g) Does not have his PF Code/ number from the Regional Provident Fund Commissioner (In very small tenders, where estimated value is less than Rs. 5 Lakh, PF may not be needed). However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.
- h) If the bids are partly quoted
- i) If the bids contain unacceptable terms and conditions.
- j) Any discrepancy done with the BOQ uploaded on the e-tender portal.
- k) If in any of the previous tenders, it was found that the bidder is Noncompliant to taxation laws and statutes
- l) Offer from following types of bidder will not be accepted:
- m) Who are under liquidation, court receivership or similar proceedings.
- n) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. 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 eligible bidder will be considered for further processing.
- o) Consultant or their subsidiary company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- p) Foreign bidders participating in domestic /national tender.
- q) Offer from joint bidders / consortium, unless specifically permitted in the tender for such bidding.

35.3 Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
For disputes up to stage of LOA – New Delhi.
For disputes during execution stage – Noida

35.4 IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.

35.5 Please visit our website <https://iocletenders.nic.in> for further details of this tender.

35.6 Bidders may note that the following are attached separately and uploaded in the e-tendering portal

- a) Special Instructions to bidders for participating in e-tendering
- b) FAQ's –online EMD facility in IOCL e-tendering and
- c) Format for Acceptance of Tender Terms and Conditions.

35.7 Right of Owner to accept or reject tenders:

- a) Tender process can be abandoned without assigning any reason thereof. No compensation shall be paid for the efforts made by the bidder.
- b) The notice will contain a provision with regards to the right to reject any or all of the tenders or any part of a tender so received, and no compensation shall be paid for the efforts made by the bidder. Reasons for rejection shall be disclosed on written representation by the concerned bidder whose bid is rejected.
- c) No bidder shall contact the OWNER on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded. Any effort by a Bidder or Bidder's agent, consultant or representative, howsoever described to influence the OWNER in any way concerning scrutiny, consideration, evaluation or computation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid.
- d) Although, ordinarily the lowest responsive bid amongst the bids submitted by bidders and considered by the OWNER as qualified and competent, shall be preferred, the OWNER reserves the right not to accept the lowest bid if, in its opinion, this would not be in interest of the works.

35.8 Bidder's right to question rejection:

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/ or his tender has been rejected wrongly.

The tenderer is permitted to send his representation in writing to the tender inviting authority.

Only a directly affected bidder can represent in this regard.

Such representation has to be sent to tender inviting authority within 24 / 48 hrs. (or the allowed time in the portal) of freezing of evaluation on e-portal.



Name of Work: Engineering, Procurement, and Construction of proposed 68 KWP on-Grid Captive Solar Power Plant at Najibabad Terminal (Bijnor), 115 KWP at Banthra Depot (Shahjahanpur), 155 KWP at Meerut Terminal under UPSO-2.

Only a bidder who has participated in the concerned procurement process i.e. prequalification, bidder enlistment or bidding, as the case may be, can make such representation.

In case pre-qualification bid has been evaluated before the bidding of technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder has qualified in pre-qualification bid.

In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

Following decisions of the procuring entity in accordance with the provision of internal guidelines shall not be subject to review:

- (i) Determination of the need for procurement;
- (ii) Selection of the mode of procurement or bidding system;
- (iii) Choice of selection procedure;
- (iv) Provisions limiting participation of bidders in the procurement process;
- (v) The decision to enter into negotiations with the L1 bidder;
- (vi) Cancellation of the procurement process except where it is intended to subsequently retender the same requirements;
- (vii) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- (viii) Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible.

35.9 Negotiations:

It is for the information of the bidder that "Negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations". Negotiations if required, will be held with the lowest bidder/ deemed lowest bidder only.

In case of negotiation, the bidder shall be asked to give the revised reduced rate or a percentage reduction from the original amount.

In order to avoid delays, negotiations through email / teleconference / video conference shall also be acceptable.

In case lowest qualified bidder increases the price even though still remains the lowest or backs out before the work order is placed, there shall be a re-tendering. In such cases, negotiation shall not be held with the next lowest party.

In case the successful bidder is found to have submitted forged / false credentials, such bidder shall not be considered for award of work and next lowest may be considered as L-1. Negotiations, if required, may be carried out with the next lowest bidder.

Tenderers to please note carefully the above schedule for Pre-Bid Conference since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Tenderers are advised to ensure that their queries must reach by e-mail addressed to the Contact person as specified in NIT at least two working days in advance for this purpose. Tenderers may also note that after the clarifications are given against the points discussed in Pre-Bid conference, no further deviation shall be permitted, and such clarifications shall be binding on all bidders. All are requested to attend the Pre-Bid conference.

35.10 Subcontracting

The contractor shall not subcontract whole of the works on back-to-back basis. The contractor can get specified works executed from sub- contractors included in the pre-qualification application or later agreed to by IOCL, with a caveat that the responsibility for all sub-contracted work rests with the prime contractor.

~~Sub-contracting will generally be for specialized items of work as specified as specified in the tender along with other works.~~



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However, the contractor shall be required to obtain consent from EIC for purchases of Materials and Services which are in accordance with the Approved vendor list/Approved makes specified in the Contract or for provisions of labour or for the subcontracts for which the Subcontractors are named in the Contract. Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting.

Execution of the Works (or any part thereof) by petty contractors or on piece work basis under the supervision of the Contractor (or its representative) shall not be deemed to be Subcontracting under the Contract.

Sub- contracting by the contractor without the approval of Engineer-In-Charge (EIC) shall be a breach of contract.

Completion Certificate shall be issued by the EIC to the approved subcontractor only when the contractor's work is complete.

For post award sub-contracting

Necessary documents establishing the credentials of sub-contractor i.e. work order, completion/execution certification from end user, proof of payment, copy of TDS certificate/ tax certificate etc. are to be submitted by the main contractor for approval of EIC. While evaluating the credentials of the sub-contractor, same modalities followed for acceptance of the main contractor with respect to technical and commercial (as applicable) evaluation criteria as laid out in the original tender shall be followed for the sub-contractor as well with the evaluation yardstick set pro-rata/proportionately by EIC.

- 35.11 Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://iocletenders.nic.in> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system

36. Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.

- a) For disputes up to stage of LOA – Delhi
- b) For disputes during execution stage - Noida

37. IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.

38. Please visit our website <https://iocletenders.nic.in> for further details of this tender.

39. Bidders may note that the following are attached separately and uploaded in the e-tendering portal:

- a. Special Instructions to bidders for participating in e-tendering
- b. Format for Acceptance of Tender Terms and Conditions.

40. MISCELLANEOUS:

- a) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- b) ~~Legal dispute, if any, arising during the evaluation of the tender or after placement of LOA shall be within the jurisdiction of local courts~~
 - a. ~~For disputes up to stage of LOA: Within the jurisdiction of Delhi~~
 - b. ~~For disputes during execution stage: Within the jurisdiction of Noida~~
- c) Tender Document can be downloaded from <https://iocletenders.nic.in> and online bids are required to be submitted with Digital signatures on the system.
- d) IOCL reserves the right of cancellation of the tender without assigning any reasons whatsoever. Indian Oil reserves the right to revise/extend any Date/time from schedule timelines of published tender.
- e) The Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reasons.

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- f) IOC shall not be bound to accept the lowest tender and reserves right to accept any tender. Decision of IOCL, in this connection shall be final.
- g) Canvassing for information or submission of forged or false documents / information by any Bidder shall make the offer invalid. In addition, action shall also be taken by IOCL for forfeiture of EMD as well as putting the Bidder on Holiday list.
- h) Tenderers are advised not to send or upload un-necessary /unsolicited documents. The same will not be evaluated.
- i) The Bidder is required to submit valid documents for taking GST credits as applicable during execution of contract and comply with all prevailing statutory requirement as per Govt. rule. depending on the product (GST/VAT) usage for tendered items.
- j) Bidders may note that negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct such negotiations. Bidders will have to attend to the office of the Corporation for negotiations/ clarifications required in respect of their bids without any commitment on the part of the Corporation. In case of negotiation, the Bidder should send the confirmation of such negotiation so as to reach the office of the Corporation within 7 (Seven) days from the date of negotiations failing which the Corporation reserves the right to ignore the bid.
- k) It will be treated that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a Company format.
- a. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- b. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which as submitted the bid or is a member of any association of persons which has submitted a bid.
- c. A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a Director of the Company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.
- l) Bids from Consortium or MOU parties shall not be accepted.
- m) Experience of works executed as part of JV/Consortium/MoU parties shall not be accepted, even if single involved partner/party bids for the tender.
- n) Any query with regard to rejection of the tender may be forwarded to, (Contact Person) E-mail: saravanans@indianoil.in
- o) All Bidders must have Type III or above Digital Signature Certificate and have to register themselves in the above website in order download the tender and Bid for the same.
- p) All parties are requested to start the submission process at least 4 hours prior to the submission end date to avoid problem in submitting documents due to last minute rush.
- r) The language of all the documents to be in the Tender shall be in English. For all documents in other than English, translated document through a Sworn/ Certified Translators shall be submitted as part of the bid documents at no extra cost to IOCL.
- s) Details of Independent External Monitors (IEM's) are available in URL:
<https://www.iocl.com/integrity-pact>
All complaints/ communication to IEM with regard to this tender may be sent to following address:
IP Secretariat,
Indian Oil Corporation Limited,
Room no. 514, 5th Floor, Core 6,
Scope Complex, Lodhi Road,
New Delhi – 110003
Common e-Mail ID: iem-iocl@indianoil.in

CHAPTER-3

LIST OF DOCUMENTS REQUIRED TO BE UPLOADED

1. Documents required for Pre-Qualification

S.N.	Criteria	Documents to be submitted
1	Bid Security Declaration	To be submitted as per format attached - Annexure K

2. Other mandatory documents:

S.N.	Criteria	Documents to be submitted
17.	PAN	Scanned copy to be submitted.
18.	PF Registration Certificate	Scan copy of Valid PF registration no. copy to be submitted. In case a bidder is not covered under the PF Registration Rule due to the number of employees working under him being less than the threshold limit of 20 then, then Contractor should submit INDEMNITY BOND UNDERTAKINGS PERFORMA 'B' (FOR PF) as per given format, giving the reference of tender no.
19.	GST Registration Certificate (GSTIN no.)	The party should submit valid GSTIN number. In case GSTIN no is not available, an undertaking (on letter head) must be uploaded along with the bid as per format given in the tender.
20.	ESI Registration code	The party should submit valid ESI Registration code.
21.	Partnership Deed or Certificate of Incorporation with Memorandum & Articles of Association	Scan copy to be submitted. In case the bidder is sole proprietor, he will upload undertaking certifying that he is sole proprietor as per given format.
22.	Power of Attorney/ Board Resolution in favor of tender signing Authority	Authority of the person uploading the bids with his DSC (Digital Signature Certificate) shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as per the following: <u>In case of Proprietary Concern:</u> <ul style="list-style-type: none"> • If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. (Annexure - X) • If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern. <u>In case of Company:</u> <ul style="list-style-type: none"> • Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR • POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company. <u>In case of Partnership Firm/LLP:</u> <ul style="list-style-type: none"> ▪ POA along with Deed of Partnership / LLP Agreement. <u>In case of Co-Operative Society:</u> <ul style="list-style-type: none"> ▪ Copy of resolution passed as per Society Rules.
23.	Undertakings and Declarations on Acceptance of Tender Terms and Conditions. Bidders shall	To be submitted as per format - (Annexure - A)

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	upload this document instead of complete set of technical bid documents as a token of their acceptance	
24.	Declaration on NCLT / NCLAT /DRT /DRAT/ Court receivership/ liquidation	To be submitted as per format attached- (Annexure – B)
25.	Certificate regarding bidders from countries which shares a land border with India	To be submitted as per format attached -(Annexure – C) (With compliance to clause given in Section 2 of Part B)
26.	Proforma of Tender not tempered	To be submitted as per format attached -(Annexure – D)
27.	Undertakings and Declarations for "Holiday Listing"	To be submitted as per format attached -(Annexure – E)
28.	Declaration A, B, C & D:	To be submitted as per format attached -(Annexure – F)
29.	Undertaking for Business Transaction status of bidders	To be submitted as per format attached -(Annexure – G)
30.	Particulars of Bidder Firm	To be submitted as per format attached -(Annexure – H)
31.	Undertaking of No Multiple Bidding	To be submitted as per format attached -(Annexure – I)
32.	DECLARATION AND UNDERTAKING ON PURCHASE PREFERENCE (PP-MII) POLICY:	To be submitted as per format attached- (Annexure – J: Part-I and Part-II)

3. Other documents :

S.N.	Criteria	Documents to be submitted
1.	Turn Over	Turn Over of last three proceeding years. (Required in case of Tie in L1 rates)