



SECTION 2: INSTRUCTION TO BIDDERS
SUPPLY OF TRANSFORMERS FOR
ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

RFP NO.: TeCL/CC/TRANSFORMER/2025-26/11

Issued by
Terra Clean Limited (TeCL, A wholly owned subsidiary of IndianOil) 10th Floor, Tower 2, NBCC
Office Block, East Kidwai Nagar,
New Delhi-110023

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 TERRA <i>Clean Ltd.</i> <small>A Wholly Owned Subsidiary of IOC</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

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1.0 GENERAL


- 1.1 Bids are requested from bonafide bidders of sound financial standing and reputation for the subject item on e-procurement system in total compliance with technical specifications, scope, terms & conditions of enquiry documents / attachments.
- 1.2 The issue of these Bid Request documents shall not automatically create any relationship, contractual or otherwise, between Owner and the Bidder, and Owner shall not be liable for any costs and expenses incurred by the Bidder in the preparation and submission of a Bid. Further, it reserves the right without assigning any reason whatsoever to:
 - a. reject any or all of the Bids, or
 - b. cancel the tender process; or
 - c. abandon the procurement of the material/services; or
 - d. issue another tender for identical or similar item
- 1.3 In the tender document, bidders should interpret any mention of the "e-Tender portal or e-portal" as <https://etenders.gov.in/eprocure/app>

2.0 TENDER DOCUMENTS

- 2.1 The tender documents include the following;

Part No.	Contents
Part-A	TECHNO-COMMERCIAL BID <ol style="list-style-type: none"> i. Notice Inviting Tender ii. Instructions to Bidders (ITB) iii. Special Purchase Conditions (SPC) iv. Technical Specifications, if any v. Drawings, if any Annexures Technical bid vi. Annexures Commercial bid vii. GPC applicable for e-tenders
Part-B	PRICE BID

- 2.2 Owner has hosted the complete tender document on the e-portal. Owner has ensured its availability for downloading the full set comprising the above mentioned contents. The bidders are required to submit their bids electronically on the e-Portal only, on or before the bid submission date and time. Tenders submitted in any other form (Fax/ e-mail/ Courier/ Post/ Hard copy, etc.) will not be accepted.

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- 2.3 The bidder is expected to download the complete tender document only from e-portal, as per the index of the tender, fully read and understood the same and submit their acceptance to all tender terms and conditions as per proforma in Annexure. Bidder may note that Schedule of Rates are to be filled on e-portal.
- 2.4 Bidder shall also ensure that bids are based strictly as per the terms, conditions and specifications contained in the Tender document. Bidders shall submit bid as per instructions given. Any deviation and exceptions taken to terms and conditions of the tender documents must be clearly listed out and submitted along with techno-commercial part of the offer as per proforma given in tender.
- 2.5 The bidder is expected to examine the tender documents, including all instructions, specifications and drawings. Failure to furnish all the information, required as per the tender documents, or submission of bid not in consonance to the tender document, may render the bid liable for rejection.
- 2.6 The tender documents shall remain the exclusive property of the Owner without any right of the bidder to use them for any purpose except for the purpose of tendering and for use by the successful Bidder with reference to the work.
- 2.7 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder(s) will also be debarred from bidding in future.
- 2.8 If any provision or condition of this tender is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this tender.
- 2.9 In all cases of electronic tendering, bidder shall declare: "The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids. This shall be without prejudice to any other rights or remedies available to the Owner."

3.0 COST OF BIDDING

- 3.1 The Bidder undertakes and confirms that it shall bear all costs associated with the preparation and submission of his bid and Owner in no case will be responsible or liable for these activities, regardless of the outcome of the bidding process.

4.0 LANGUAGE OF BID

- 4.1 The bid prepared by the Bidder including all documents(s) such as work order(s), drawing(s), certificate(s), literature, annexure(s) etc. shall be in English language only. The correspondence(s)/covering letter relating to the bid exchanged by the Bidder and the Owner shall be in English/ Hindi language.
- 4.2 In case, supporting document(s) and correspondences furnished by the Bidder are in language other than English, the same should be accompanied by an English

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translation duly authenticated. For the purpose of interpretation of the bid, the English language shall prevail.

5.0 VALIDITY OF OFFER

- 5.1 Tender submitted by the Bidder shall remain valid and open for acceptance for a period as specified in NIT/ Bid document from the date of opening of Techno-commercial part of the tender. The rates quoted in the BoQ shall remain firm during the validity period. The Bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period. In case of Bidders modifying, varying, revoking or cancelling his bid, the Earnest Money paid by them shall be liable to be forfeited. In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Owner, the bid validity shall automatically be deemed to be extended up to the next working day.
- 5.2 In exceptional circumstances, prior to expiry of the original bid, the Owner may request the Bidder for a specified extension in the period of validity without any deviation including change in the prices. A bidder may refuse the request without getting his bid security (EMD) forfeited. A Bidder agreeing to the request will not be permitted to modify his bid but will be required to only extend the validity of his EMD correspondingly. The provisions of discharge and forfeiture of EMD shall continue to apply during the extended period of the validity.
- 5.3 If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable action taken which may include EMD forfeiture, if any, (not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids) and / or holiday listing action as per the discretion of Owner.

6.0 PRE-BID MEETING

- 6.1 The pre-bid meeting, if specified in NIT/e-tender document shall be held as per the schedule mentioned therein. The purpose of the meeting is to clarify any techno-commercial issues pertaining to the bidding document.
- 6.2 Bidders in their own interest are advised to actively take part in the pre-bid meeting. Their authorized representative(s) shall attend the pre-bid meeting on the prescribed day. Participation in the meeting shall be requested through their official e-mail ID to the tender issuing authority email provided in the NIT. The details of video conference (Meeting ID, password, link, etc.) shall be shared only to bidders who have sent the request for participation.
- 6.3 Bidders are expected to participate in pre-bid meeting after going through the tender document with an objective of deliberating technical and commercial issues to the maximum extent so as to seek any clarifications or put forth their suggestions for consideration of the Owner. This would facilitate the bidders to correctly submit their bid. Hence, bidders shall treat the pre bid meeting as utmost important and

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depute competent and senior persons, who have authority to sort out any technical and commercial issues.

- 6.4 In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries through email/ seek clarification facility on the e-tender portal.

FORMAT FOR BIDDER'S QUERIES

SN	REFERENCE OF BIDDING DOCUMENT				Bidder's Query
	Sec. No.	Page No.	Clause No.	Subject	

- 6.5 Any modification in the bidding document, which may become necessary as a result of Pre-bid meeting/Pre-Bid Query shall be incorporated by issuing the addendum/ corrigendum by the Owner on e-portal.

7.0 CORRIGENDUM/ ADDENDA/ CLARIFICATIONS


- 7.1 Corrigendum/ Addenda/ Clarifications may be issued by the Owner, prior to the date of opening of the tender to clarify issues arising out of various queries/ clarifications relevant to the tender documents from bidders or to reflect modification in the design or contract terms.
- 7.2 Such addendum/ addenda shall be uploaded on the e-tender portal for reference of all bidders. All such addenda issued shall form part of the tender document and to be submitted by the bidder along with the tender in acknowledgement of receipt thereof.
- 7.3 Owner shall issue clarification/ corrigendum/ addendum/ clarifications etc in the e-Tender portal and no press or other media publication shall be done, unless felt needed or decided by the Owner.

8.0 CONFORMITY TO TERMS AND CONDITIONS OF BID DOCUMENTS

- 8.1 Bids shall be strictly based on the terms, conditions and specifications contained in the Bid documents.
- 8.2 Any deviation and exceptions taken to terms and conditions of the Bid documents must be clearly listed out as per proforma of "Exceptions and Deviations" at **Annexure**. Exceptions and Deviations are to be submitted giving proper reference to Page No./ Clause No./ Para, etc.

9.0 OPENING OF TECHNO-COMMERCIAL BIDS

- 9.1 The Techno-Commercial Bid (Part-A of Bid) of all the Bidders submitted online up to the date and time for receipt of bids as per the bid document/NIT or in the subsequent corrigendum, if any, shall be opened. The system time (IST) displayed on

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e-portal shall be the time considered for determining the expiry of due date and time of the tender. No other time shall be taken into cognizance.


10.0 CLARIFICATION OF BIDS

- 10.1 To assist in the examination, evaluation and comparison of bids, the Owner may ask the Bidders individually for clarification on their Bids. The request for clarification and the response shall be in writing, but no changes in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of errors discovered by the Owner during the evaluation of bids.

11.0 EVALUATION OF OFFERS AND ACCEPTANCE/ REJECTION OF BIDS

- 11.1 Owner reserves the right to accept the tender in full or in part/ parts. Owner does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever and no compensation shall be paid for the efforts made by the Bidder.
- 11.2 Bids in which, any of the particulars and prescribed information are missing or are incomplete in any respect and/ or the prescribed conditions are not fulfilled and/ or the Bidder is not responding to queries or has submitted incomplete response to queries posted on the portal within the cut-off date and time shall be considered “Non-Responsive” and are liable to be rejected.
- 11.3 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.
- 11.4 Reasons for rejection shall be disclosed on written representation by the concerned Bidder whose bid is rejected.
- 11.5 After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of the tender inviting authority.
- 11.6 Right of Bidder to question rejection at Techno-commercial or at ordering Stage: A bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or:
- Techno-commercial bid has been rejected wrongly - 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. Owner to take a decision and expeditiously respond to such representation before opening of the price bids.
 - Bidder’s financial bid has not been evaluated correctly - Such representation has to be sent within 10 days from the date of LOA / Purchase Order whichever is earlier. Owner to take a decision within 15 days of the receipt of the representation.

Only a directly affected bidder can represent in this regard.

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- a) 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.
- b) 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 who has qualified in pre-qualification bid.
- c) 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.

12.0 OPENING OF PRICE BID


- 12.1 The Price Bids of the techno-commercially acceptable Bidder(s) shall be opened online on suitable date and time. The date and time of the price bid opening shall be updated on the portal.
- 12.2 Though Qualification Criteria mentioned above are the basic criteria for consideration of a bid, fulfilment of the same shall not automatically mean qualification of the Bidder for opening of the price bid or for award of the job.

13.0 PRICE EVALUATION AND COMPARISON OF BIDS

- 13.1 Bidders may note that their bids will be evaluated based on the total landed cost.
- 13.2 For tenders on e-tender, following shall be the procedure (in order of precedence) in case of a tie of evaluated cost between two or more bidders:
 - (a) Discount may be taken from all the lowest bidders in sealed envelopes and ordered on the lowest bidder (after discount). Seeking such discount shall not require any further approval.
 - (b) In case there is still a tie, the bidder with the maximum turnover in the immediately preceding Financial Year may be ordered the full quantity.
- 13.3 The above shall be governed by Government preference policies (like MSE, PPP-MII etc.) in vogue.

14.0 REJECTION CRITERIA

- 14.1 Tender is invalid and shall be rejected in the following circumstances:
 - i. Does not fulfill minimum qualification criteria prescribed in the tender documents.
 - ii. In case the bidder misrepresents facts or submits, forged, false or fabricated document.
 - iii. Bidder is holiday listed as per prevailing holiday listing guidelines.
 - iv. 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

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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.

- v. Indulges in tampering of document.
- vi. Offer from joint bidders / consortium (wherever allowed), unless specifically permitted in the tender for such bidding.
- vii. Bidder is not eligible to participate.
- viii. The bidder does not sign the IP agreement (if applicable)

14.2 Tender is also liable for rejection if the bidder:

- i. 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
- ii. Stipulates the validity period of the bids lesser to what is stated in the tender document.
- iii. Stipulates his own conditions and refuse to withdraw them.
- iv. Does not fill in and sign the tender acceptance formats as specified in the tender.
- v. If the bids contain unacceptable terms and conditions.
- vi. Any discrepancy done with the BOQ uploaded on the e-tender portal.


15.0 NEGOTIATION

15.1 Negotiations will not be conducted with the Bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Bidders are required to quote competitive prices considering the fact that price negotiations, if required, will be held with the lowest Bidder only, unless specified otherwise in the tender.


15.2 Only the authorized representative of the bidding entity shall attend such negotiations. The commitments made and/or clarifications given during the negotiations will be final and binding on the Bidder. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to Owner representative/s participating in negotiations. Conditional discount after negotiation given by the bidder shall not be acceptable.

16.0 DOCUMENT VERIFICATION

16.1 Document verification with originals shall be carried out only for the successful Bidders (s) after opening of price bids or after completion of Reverse Auction, as applicable. The technical qualification of the Bidders shall be based on the document submitted by Bidders in the tender. Award of contract will be made only after verification of documents with originals of the successful Bidder(s).

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- 16.2 As the documents are being submitted by the bidders in tenders, the responsibility of authenticity of documents shall be with bidders. Document verification with originals can be carried out wherein bidder(s) shall be asked to submit originals of the required documents to TeCL office within a given deadline.
- 16.3 Submission of authentic documents is the prime responsibility of the bidder. However, Owner reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that Owner may contact the bidder's client to verify the PQC documents. 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. Should Owner decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable action shall be taken, which may include offer rejection, EMD forfeiture (not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids), termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor.
- 16.4 Foreign bidders can also get their documents verified either by the Embassy/Chamber of Commerce.
- 16.5 If at any stage the documents (credentials) are found to be forged / false, suitable action shall be taken, which may include termination of order and holiday listing / suspension (in GeM) of the vendor / bidder. In such case, the next lowest bidder shall be considered as L1 and order placed subject to verification of documents of such bidder.
- 16.6 In case a foreign bidder submits any of the Pre-Qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian Embassy / High Commission) or any other independent authority shall also be acceptable apart from the Local Chamber of Commerce of country of origin. This clause shall also apply in case an Indian Bidder submits PQC document (full / part) in foreign language other than English.
- 16.7 End Client verification means the end client which has issued the order and certificate of completion/ execution or any such certificate informing execution per requirement. In case a sub-contractor is involved who has issued completion certificate, verification shall also be done from the end client.

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17.0 AWARD OF WORK/ PURCHASE ORDER

- 17.1 Within the period of bid validity granted by the Bidder, Owner will notify the successful Bidder in writing by letter sent by registered post/ courier/ email or hand delivered, intimating Owner's acceptance of the bid.
- 17.2 Owner will award the order to the bidder who has been determined as a lowest evaluated bidder. Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by Owner to be qualified and competent shall be preferred, Owner reserves the right not to accept the lowest bid if in its opinion this is not in the interest of Owner.

18.0 CURRENCIES AND PAYMENT


- 18.1 Indian Bidders shall quote their prices in Indian Rupees (₹/ INR) only.
- 18.2 All payments will be made in Indian Rupees only. In case, bidders are required to pay any amount in foreign currency to their sub-vendors or for any imported items, necessary arrangement for such foreign currency payment shall be made at their end.
- 18.3 All the payment shall be released through e-banking only. Successful Bidder shall submit details of their Bank Account for e-payment purpose as per **Annexure**.

19.0 HOLIDAY LISTING OF VENDORS:

- 19.1 The purpose of putting a party on holiday list is to protect the Corporation from dealing with an undesirable party.
- 19.2 The detailed guidelines is available on IOCL portals <https://iocl.com> and <https://etenders.gov.in/eprocure/app> Bidder to refer to the website mentioned above for further details.
- 19.3 It will be the sole decision of Owner in each case to evaluate whether the conduct of the party is such as it makes it undesirable for the Corporation to deal further with the party. The duration of such Holiday shall be as decided by Owner in each case.

20.0 EARNEST MONEY DEPOSIT (EMD)- if applicable as per NIT

- 20.1 The Bidder shall furnish Earnest Money Deposit, at the time of submission of the bid, as mentioned in NIT/ Bid document.
- 20.2 **In case of procurement through e-tenders, EMD amount up to ₹ 1 lac:** EMD to be submitted through online payment at Owner e-tender portal along with the offer. EMD payment through Demand Draft, Bankers Cheque and Swift Transfer shall not be accepted.
- 20.3 **EMD amount more than ₹ 1 lac:** EMD can be submitted through online payment at e-tender portal along with the offer or through Bank Guarantee (BG) or Insurance Surety Bond (ISB). Validity of BG/ISB in lieu of EMD shall be at least 3 months beyond bid validity. Bank Guarantee must be strictly as per Owner format as per GPC.

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Insurance Surety Bond must be strictly as per the given format. Scanned Copy of EMD instrument i.e., Bank Guarantee / Insurance Surety Bond has to be uploaded in the un-priced bid and the bidder should also ensure that the above-mentioned Original BG/ ISB in physical form duly enclosed in a sealed envelope super-scribed with “Offline EMD”, Bidder’s Name, Tender No., Bid Submission End Date & Item, is received at the Office of Tender issuing authority as per following schedule

I. Single Bid Tenders: Before due date and time of opening of bids.

II. Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

For payment of EMD, Bidder shall adopt one of the following process for its submission of EMD:-


SN	Instrument / category	Process
1.	NEFT/RTGS/IMPS	Bidders shall choose “ <i>NEFT/RTGS/IMPS</i> ” option and click the submit button. On next page he shall get the option to download NEFT/ RTGS /IMPS challan (<i>NEFT/ RTGS/IMPS form</i>) having unique bank account number for that particular EMD. Bidder shall pay NEFT/ RTGS/IMPS as per details in generated challan either using online banking or by visiting his bank branch.
2.	BG - Bank Guarantee	Bidder shall select YES against EMD exemption and shall select <i>exemption type</i> as “ <i>Percentage</i> ”. <i>Bidder shall enter 100 in Percentage/ Amount field. Subsequently Bidder shall upload the scanned copy of “Bank Guarantee (BG)” in the space provided for uploading EMD exemption document</i>
3.	Exempted Category (General)	Bidder shall select YES against EMD exemption and shall select <i>exemption type</i> as “ <i>Percentage</i> ”. Bidder shall enter 100 in <i>Percentage/ Amount</i> field. Subsequently Bidder shall upload the scanned copy of <i>supporting EMD exemption document</i> in the space provided for uploading EMD exemption document.
4.	Partial Exempted Category	Bidder shall select YES against EMD exemption and shall select <i>exemption type</i> as “ <i>Fixed</i> ”. Bidder shall calculate the exemption amount (<i>i.e. Total EMD amount - EMD amount payable by the Bidder</i>) and enter the same in <i>Percentage/Amount</i> field. Subsequently Bidder shall upload the scanned copy of

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SN	Instrument / category	Process
		the document specifying the reason for claiming such exemption. (e.g. In case of transportation tender, Bidder shall mention the nos. of vehicle(s) the Bidder is going to offer and EMD payable by him for that Tender within the document itself.)

- 20.4 EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer (ST) shall not be accepted.
- 20.5 To facilitate the Bidders, Special Instructions to the Bidder (SITB)”and “FAQs - Online EMD Facility in Owner e- Tendering” documents are also uploaded in e-Tendering portal. These documents contain detailed process and precautions to be taken for EMD submission by the Bidders.
- 20.6 In case Bidder is exempted as per provisions of Clause No. 20.11, then Bidder must upload the relevant copy/ documentary evidence for EMD exemption along with techno-commercial bid.
- 20.7 A Bank Guarantee (BG) shall be an unconditional Bank Guarantee issued by a Scheduled Bank in India or an Indian Branch of foreign Bank (acceptable to the Owner) and operating in India under the guidelines of Reserve Bank of India. Guidelines for issuance of Bank guarantee is given at the end of this document at clause no. 53.0.0.
- 20.8 For the purpose of receipt of BG/ISB, the time recorded in the Receipt/ Dispatch section against receipt shall be considered as receipt time. Only those Physical BG/ISB instruments found matching with the copy submitted in the e- portal shall be considered as valid. TeCL shall not be responsible for postal/courier delay, non-receipt or loss in transit. In case bidder does not submit EMD as mentioned above, then the bid shall be liable for rejection.
- 20.9 Bank Details of Owner is as below:-

Beneficiary Name	Terra Clean Limited
Bank Name	ICICI Bank
Branch Address:	9A Phelps Building, Connaught Place, New Delhi-110001
ICICI Bank Account No.:	000705056118
IFSC Code	ICIC0000007

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20.10 In the case of Consortium (including unincorporated Joint Venture) wherever allowed, the EMD shall be furnished by the Consortium (including unincorporated Joint Venture) or Leader/ Prime Member of the Consortium (including unincorporated Joint Venture).

20.11 Entities exempted from submission of EMD: Any guideline/ policies/ circulars issued by Government of India from time to time as applicable till date of closure of techno commercial bid submission date, will also be applicable. Agencies exempted from submission from EMD as per NIT.

If the bidder does not provide the appropriate document or any evidence, then it will be presumed that they do not qualify for any exemption.

Status of Bidder as on techno commercial bid opening date shall be considered for EMD exemption

20.12 No interest or any expense whatsoever will be payable by owner on the EMD furnished by bidder in any manner.

20.13 Release of EMD:


EMD shall be released in line with GeM GTC as defined below:

- a. EMD of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier.
- b. In case of two bid system, EMD of unsuccessful bidders during first stage i.e. technical evaluation should be returned within 15 days of declaration of result of first stage itself i.e. technical evaluation.
- c. EMD of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG.
- d. Wherever PBG is not sought in the tender, EMD of the successful bidder shall be returned after complete execution of the order.

In case of other than GeM procurement:

- a. EMD of bidders disqualified during techno-commercial bid evaluation shall be released within 30 days of approval of Price Bid Opening.
- b. EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released within 30 days of issuance of order/ LOA.
- c. Wherever PBG is not sought in the tender, EMD of the successful bidder shall be returned after complete execution of the order.

20.14 Techno-commercial bids submitted without EMD may be considered as “NON-RESPONSIVE” and shall be liable for REJECTION. The decision of the Owner, in this regard, shall be final and binding on the Bidder(s).

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20.15 The EMD will be forfeited under the following instances **not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids** OR in case of Bid Security Declaration, holiday listing action may be taken:

- a. Withdrawal of bid before price bid opening:
- b. Lowest party backs out suo moto after Price Bid Opening but before placement of order
- c. Refusal to accept order placed within validity
- d. In case the bidder tampers the tender document, alters / modifies / the bid suo moto after opening the bids (Technical bids in case of two bid system) within the validity period.
- e. If L-1 increases their offer price after price bid opening
- f. In case the bidder submits false / fraudulent / fake / forged documents.
- g. The bidder violates IP Agreement
- h. In case the tender is accepted, and the vendor fails to deposit the PBG or to execute the contract.
- i. In the event of failure of the bidder to get the documents verified as per the specified time schedule.

21.0 BID SECURITY DECLARATION (BSD)- if applicable as per NIT


- 21.1 All the bidders shall furnish Bid Security Declaration (BSD) as per tender format. Bid Security Declaration (BSD) is also required to be submitted by MSE / Start-up / any exempted category bidders.
- 21.2 Techno-commercial bids submitted without BSD may be considered as “NON-RESPONSIVE” and shall be liable for REJECTION. The decision of the Owner, in this regard, shall be final and binding on the Bidder(s).

22.0 CRITERIA FOR EVALUATION:


- 22.1 Any Bidder participating in this tender must have experience and submit relevant documents as described in NIT and the evaluation of their offers shall be done on the basis of methodology for assessment of qualification criteria as specified in the tender document.

23.0 REVERSE AUCTION - if applicable as per NIT

- 23.1 “Bidders are advised to quote their best competitive rate(s) in the price bid (BoQ) as the L1 bidder shall be decided on the basis of price quoted in the price bid (BoQ) subject to evaluation criteria. However, TeCL Reserves the right to go for Reverse Auction. In that case L1 bidder shall be decided based on the lowest bid rate(s) against the auction and quoted rate(s) in the price bid (BoQ) subject to evaluation criteria”.

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- 23.2 For example, if the lowest evaluated price of BoQ is X and the lowest evaluated price obtained during Reverse Auction is Y. Then Minimum of (X, Y) will be the L1 price.
- 23.3 In case of Reverse auction, the RA shall start with an initial Starting Price. Any bidder can quote his price below the current price only. Bidders will quote the price considering the loading factor for evaluated price as per evaluation criteria. For example, if Basic Price to be quoted by bidder is: ₹ 100.00, GST is: 18% extra. Then Landed price shall be $100 \times 1.18 = ₹ 118$ and Loading factor shall be $118/100 = 1.18$.
- 23.4 The above example is only for understanding purpose and may not be applicable in all cases. The evaluation factor shall be worked out in every case separately based on tender conditions and Techno-Commercial offer of the specific bidder.
- 23.5 Wherever required the Loading factor shall be informed to the bidders before start of RA. In other cases, the bidder shall calculate his loading factor as per evaluation criteria mentioned in the tender document. The bidder has to quote only evaluated price based on already informed loading(s) relevant to that bidder or by applying loadings as per evaluation criteria mentioned in Tender conditions wherever the loading factor is not conveyed prior to start of Reverse Auction.
- 23.6 Criteria of Qualifying for Reverse Auction (Elimination Clause):
- In case of tenders without preferential bidding: If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.
 - In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:
 - H1 bidder will be rejected if he is a non-preferential bidder
 - In case, H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.
 - In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.
 - In case of multi-lot auction, item wise H1 bidder will be disqualified as per the provision mentioned above.
 - An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction
- 23.7 For the purpose of extending MSME or any other preference /benefit as per guidelines, the latest quote of respective MSME bidder(s) during the tender-cum-auction process shall be considered. TeCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.

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24.0 PURCHASE PREFERENCES - if applicable as per NIT

24.1 Owner reserves its right to allow Government Organizations, Public Sector Enterprises (Central/State), Micro & Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC)/ Scheduled tribe (ST)/Women entrepreneurs, PPP-MII and any other purchase preference as admissible/applicable from time to time under the existing Govt. policy. Bidder to submit documentary evidence for the same. In this regard, item wise quantity may be split (if applicable) and the quoted price shall remain valid. Declaration of Udyam Registration by MSE bidders is recommended to be a part of Bidder's techno-commercial bid.

25.0 PURCHASE PREFERENCE LINKED WITH MAKE IN INDIA - if applicable as per NIT

25.1 Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry vide order No. P-45021/2/2017-8.E.-II dated 15.06.2017 (and subsequent amendments issued from time to time) has forwarded Public Procurement (Preference to Make in India), Order 2017 to provide Purchase Preference to local suppliers to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view of enhancing income and employment.


25.2 Copy of the policy and its subsequent amendments are available on website of DPIIT (<https://dpiit.gov.in/public-procurements>). Bidders are requested to read the policy for participation in subject tender. Bidder to note that the evaluation of offers will be done in accordance with the above policy.

25.3 Bidders are requested to read the policy for participation in this tender. Bidder to note that the evaluation of offers will be done in accordance with the above policy. Bidders to provide the details as per format enclosed in the Tender (Undertaking for Local Content)

25.4 In addition, any guideline/ policies/ circulars issued by Government of India/ Ministry of petroleum & Natural Gas from time to time as applicable till date of closure of techno commercial bid submission date, will also be applicable.

25.5 PURCHASE PREFERENCE FOR MICRO & SMALL ENTERPRISES (MSES): If applicable as per NIT

In tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. The process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, the order shall be placed without applying the principle. The value of Performance Bank Guarantee (PBG) shall be

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relaxed by 50% of the requirement as per tender terms in case of MSEs owned by SC/ST & Women entrepreneurs.

NOTE: -

1. In case where MSE bidder is already getting order for more than 25% of the tender value, no additional purchase preference will be given in that tender.

2. In case MSE bidder is already getting order for less than 25% of the tender quantity, purchase preference to this and other MSE bidders (together) shall be given only up to the differential quantity to make total as 25% to MSE vendor

25.6 Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be governed by order no. No.F.1/4/2021-PPD dated 18.5.2023 or any subsequent amendment issued by Public Procurement Division Department of Expenditure Ministry of Finance Government of India or any subsequent amendment.

26.0 INTEGRITY PACT, if applicable as per NIT

26.1 Bidder to submit the 'Integrity Agreement' in the format enclosed in the tender , duly signed and stamped along with the un-priced offer. Scanned copy with duly authorized signature should be uploaded in the e-procurement website under e-bidding. Price bids of bidders refusing to submit the duly signed and stamped Integrity Pact may not be opened.


26.2 Submission of duly signed IP, along with tender, is a mandatory prerequisite for Bids to be eligible for further evaluation. The signed IP should be complete in all respect and is required to be uploaded in the e-tender portal along with the Bid. Bid not having the duly signed IP attached with it will be rejected. Partial submission of IP document will also not be considered. The "Integrity Pact document" should be included in the "list of documents" to be submitted with the tender.

26.3 The details of Nodal Officer & Independent External Monitors (IEMs) are available on iocl.com and the URL for the same is given below : <https://www.iocl.com/Integrity%20Pact> Common e-mail ID of all Independent External Monitors (IEMs) is iem- iocl@indianoil.in

27.0 SUO MOTO CHANGES IN PRICES

27.1 Suo moto price change: In case of any suo moto change in price, following shall apply:

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be rejected. Action regarding Holiday Listing may be taken. EMD shall be forfeited. In case of	In case of suo moto price decrease: 1. Tender evaluation shall be done without considering suo moto price decrease.

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Stage	Price Increase	Price Decrease
	GeM, IM Policy of GeM shall be applicable	2. Ordering shall be done considering suo moto price decrease.

28.0 DOCUMENTS COMPRISING THE BID

- 28.1 The offer must be complete in all respects, leaving no scope for ambiguity. Bidder is fully responsible for the bid submitted and no relief or consideration can be given for errors and omissions.
- 28.2 Deviations to terms and conditions, presumptions etc. shall not be stipulated in Price part of bid and price bids shall also not contain any stapled slips. In case of any conditions stipulated in price bid, the bids of such bidders shall be liable for rejection of which TeCL shall be the sole judge.

29.0 CURRENCY OF BID

- 29.1 Wherever PO is required to be placed on Indian bidders, offer in foreign currency is not allowed.
- 29.2 In case of global tenders, bidding currency shall be US Dollar / Euro / GBP / JPY / SGD for Foreign bidders. In case of any Indian supply or services, the same shall be quoted only in ₹/ INR clearly indicating in the offer the name and contact details of the Indian party on whom the order has to be placed. However, the acceptance of such supplies / services shall be subject to TeCL's acceptance.

30.0 CONVERSION TO SINGLE CURRENCY


- 30.1 To facilitate evaluation and comparison, TeCL will convert all bid prices quoted in various currencies (in which the bid price is payable) to single currency and that will be ₹/ Indian Rupees only, at the Bill selling exchange rate published by the State Bank of India on the day of original bid submission.

31.0 DATE OF DELIVERY

- 31.1 In case of ex-works/ FOR destination contract, the date of L/R /receipt at site shall be considered as date of delivery.
- 31.2 In case of FOB/ CFR / CIF contract, the date of Bill of Lading will be reckoned as date of delivery.

32.0 UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 32.1 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award.

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32.2 Unsolicited bids received from the bidders who were not issued the enquiry shall not be opened. However, in case such a bid is accompanied with authorization letter from one of the bidders to whom enquiry was issued, the same shall be opened.

33.0 CONTACTING TeCL REPRESENTATIVE

33.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact TeCL for any matter relating to the bid, it should be done in writing to Tender Issuing Authority.

33.2 Any effort by a bidder to influence TeCL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

33.3 Any query to TeCL should be raised as quickly as possible and in any event no later than five working days prior to the Closing Date for submission of Bids.

33.4 Contact person for any grievance:


Contact person for any grievance.	<p>Terra Clean Limited, 10th Floor, Tower 2, NBCC Office Block, East Kidwai Nagar, New Delhi-110023</p> <p>Email ID: sanadhayak@indianoil.in (or) shuklas4@indianoil.in</p> <p>Intercom No. +91-11-24347686 Mob.: 8957796611, 8588894882</p>
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34.0 EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

34.1 TeCL will examine the bids to determine whether they are complete, whether any computational errors have been made and whether the bids are generally in order.

34.2 Prior to the detailed evaluation, TeCL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the Tender Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without deviations, objections, Conditionality or reservations.

34.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the Tender Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the TENDER document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non-responsive and rejected.

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34.4 TeCL's determination of a bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by TeCL and may not be subsequently made responsive by the bidder by correction of the nonconformity.

35.0 TeCL's RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

35.1 Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder

35.2 TeCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.


36.0 FRAUDULENT PRACTICES

36.1 TeCL requires that Bidders observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of TeCL and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive TeCL of the benefits of free and open competition.

- a. TeCL will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- b. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- c. In case, the information/ document furnished by the Bidder/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, TeCL shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to TeCL under the contract such as forfeiture of PBG/ Security Deposit, withholding of payment etc.
- d. In case, this issue of submission of false documents comes to the notice after execution of work, TeCL shall have full right to forfeit any amount due to the Bidder/ Contractor along with forfeiture of PBG/ Security Deposit furnished by the bidder/ contractor.
- e. Further, such bidder/ contractor shall be put on Holiday/ Suspension List of TeCL debarring them from future business with TeCL for a time period, as per the prevailing policy.


36.2 Vendor may be put on "Holiday List/ Suspension List" If a party

- a) has indulged in malpractices such as bribery, corruption, fraud, pilferage, bid rigging/price rigging, injury to reputation or property of the Corporation,

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acting dishonestly causing wrongful financial loss to the Corporation or wrongful gain to the Party.

- b) is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated
- c) has submitted fake, false, fabricated, or forged documents/ certificates
- d) has substituted materials in lieu of materials supplied by TeCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents/ drawings/tools or plants or equipment supplied by TeCL.
- e) has obtained official company information or copies of documents, in relation to the tender/contract, by questionable methods / means.
- f) has violated and circumvented the provisions of laws including labor laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g) has indulged in construction and erection of defective works or supply of defective materials
- h) has not cleared TeCL's dues
- i) has committed Breach of Contract or has failed to perform a contract or has abandoned the contract
- j) has not accepted Notice of Acceptance / Letter of Acceptance / Purchase Order / Work Order after the same is issued by TeCL within the validity period and /or as per agreed terms & conditions.
- k) After opening of Bid, the techno-commercially qualified and acceptable bidder withdraws / revises his bid upwards within the validity period.
- l) has parted with, leaked or provided confidential/ proprietary information of TeCL to any third party without prior consent of TeCL
- m) if the security consideration, including questions of loyalty of the party to the State, so warrants
- n) if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o) If the party uses intimidation/ threatening/coercion or brings undue pressure on TeCL or its official(s) in acceptance/ performances of the job under the contract.
- p) Poor/unsatisfactory performance of the party in one or several contracts.
- q) Transgression of Integrity Pact for which in the opinion of TeCL makes it undesirable to deal with the party.

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- r) Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s) If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation and If a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t) Any other ground which in the opinion of the Corporation makes it undesirable to deal with the Party.


Note: The grounds/ reasons for holiday listing indicated above are merely illustrative.

37.0 CARTEL FORMATION/ POOL RATES/ BID RIGGING/ COLLUSIVE BIDDING


37.1 Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, forfeiture of EMD (not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.), holiday listing action as per policy in vogue for breach of integrity pact may be initiated in such cases.

38.0 INFORMATION REQUIRED FROM FOREIGN SUPPLIERS / CONTRACTORS /CONSULTANTS

- 38.1 It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case their receipts are subject to tax deduction at source in India:
- a. PAN Number as per the Indian Income Tax requirements failing which the Supplier/Contractor/Consultant shall be responsible for any additional tax deduction at source as per the provisions of the Indian Income Tax Act/Rules and the same shall be deducted from the payment made to supplier/contractor/consultant.
 - b. Tax Residency Certificate (TRC) containing prescribed particulars as per the enclosed Annexure C from the Government of foreign country in order to claim the benefits of Double Taxation Avoidance Agreement (DTAA) as per the Indian Income Tax requirements failing which the relief under DTAA will not be available and consequently the higher rate of withholding tax @ applicable rate (Presently 40%) + SURCHARGE + Cess will be applicable and deducted from the payment made to supplier/contractor/consultant (i.e., non-resident taxpayer). The TRC shall be duly verified by the Government of the country of which the assessee claims to be a resident for the purposes of tax.

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- c. In additional to TRC, bidder in order to claim the benefits of DTAA shall also submit additional information in form number 10F electronically only (enclosed in "Bid_Document.xls"). Form 10F has to be signed & verified by the assessee himself.
 - d. No PE (Permanent Establishment) certificate
 - e. Declaration in lieu of PAN
- 38.2 If some information is already contained in TRC, the bidder shall not be required to provide that information in Form no. 10F but even then Form no. 10F is required to be provided by the bidder.
- 38.3 However, the bidder may write Not Applicable in the relevant column in case that information is already contained in TRC
- 38.4 The above shall be furnished before release of any payment or within one month of the release of Order, whichever is earlier.
- 39.0 ONE BID PER BIDDER**
- 39.1 A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified. Alternative price bids are not acceptable.
- 39.2 Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) (sub-vendors, if any) may, however, appear in different offers submitted by different tenderers.
- (i) A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
 - (ii) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
 - (iii) 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 has submitted the bid or is a member of any association of persons which has submitted a bid.
 - (iv) 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 in and/or is a director of a holding company of that company which has submitted the bid.
- 39.3 By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or a multiple bid as understood or deemed in terms of this clause.

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39.4 All the multiple bids of a bidder shall be rejected and the Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

40.0 INVOLVEMENT OF AGENTS

40.1 The Bidder entity should ensure that only one Bid is submitted by them directly or by their Agent* on behalf of the bidder entity or as a consortium Partner wherever allowed. In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.

40.2 *"Agent" for the above purposes would be one who agrees and is authorized to act on behalf of another, a principal, to legally bind an individual in particular business transactions with third parties pursuant to an agency relationship.

40.3 Submission of bids by different offices/branches of the bidder entity will be considered as bids from the same bidder entity and will be liable for rejection

41.0 COMPLIANCE TO TENDER DOCUMENT


41.1 Bidder shall submit the compliance to the TENDER document as per the proforma attached. Non-compliant bids may be rejected and clarifications may not be sought if sufficient compliant bids are received.

42.0 BIDDING ENTITY


42.1 Bids may be submitted by Indian Bidders as specified in NIT

42.2 Qualification Criteria: Acceptance of PQC Documents of related / unrelated parties shall be as follows:

SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
(a)	A New Entity formed as a result of merger of two entities and the earlier entity cease to exist	New Entity can use previous financial credentials of any of the merged companies or of its own.	New Entity can use previous experience of any of the merged companies or of its own.
(b)	(i) An entity (A) takes over another entity (B) and B ceases to exist	(i) Bidder can use previous financial credentials of company taken over by bidder or of its own.	(i) Bidder can use previous experience of company taken over by bidder.

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SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
	(ii) An entity (A) takes over another entity (B) partially and the said part of entity (B) vertical specific business vertical of B ceases to exist.	(ii) Bidder cannot use previous financial credentials of specific business vertical of company taken over by bidder .	(ii) Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B).
(c)	Parent company (bidder) using the credentials of its subsidiary	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries. In such case, additional surety to be taken from parent and subsidiary for joint and several responsibility.
(d)	Indian subsidiary (bidder) using the credentials of its Foreign Principals	Financial credentials of the bidding entity. In case the bidding entity's Audited Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.	Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded.
(e)	Demerger of an entity B from another entity A by virtue of Corporate re-structuring exercise	Demerged entity can use the credentials of original/ parent entity (based on the merit and circumstances of the cases like type of procurement, nature of de-merger, number of eligible	Demerged entity can use the credentials of original/ parent entity to the extent of demerger scheme as approved by the competent authority and subject to verification (based on the merit and

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SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
		bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. Government regulations, if any, may be followed.	circumstances of the cases like type of procurement, nature of de-merger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. (However, same experience cannot be used by the original entity).
(f)	A new entity formed has taken over all the assets and liabilities of the proprietorship concern or partnership firm wherein one or more of the Directors of the new entity were the proprietor or partners and the erstwhile proprietorship concern/ partnership firm has ceased doing business after taking over of the business by the new entity.	The new entity can use the financial credentials of the erstwhile proprietorship concern/partnership firm.	The new entity can use the experience of the erstwhile

42.3 In case a bidder is a group company of another company, either the Turnover / Experience of the bidder or the Turnover / Experience of the group company shall be considered for the purpose of Pre-Qualification criteria, subject to the following:

- (a) Either the Holding company or any one of its Subsidiaries or the JV company only can participate in the tender.

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- (b) The arrangement permitting the Bidder to quote and rely upon the Turnover/ Experience of the Group company shall be through an undertaking from the Group company whose Turnover/ Experience is considered, submitted with the tender. Such undertaking must be specific for this Tender. The arrangement must provide for continuous support from the Group Company whose Turnover/ Experience is considered, covering all aspects till such time this contract (including CAMC if applicable) is completed.
 - (c) The Bidder as well as Group Company, whose credentials are being claimed, shall submit an irrevocable undertaking stating therein that both of them i.e. the Bidder as well as its Group Company, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. The undertaking must be submitted by the bidder along with the bid.
 - (d) Credentials of group company(s) currently on holiday list by Indian Oil Corporation or its administrative Ministry shall not be accepted.
 - (e) Documents as required to establish Group Company (parent / subsidiary / JV) relationship shall be submitted with bid.
 - (f) Usage of credentials of Group Company shall be restricted to technical, Commercial Experience Criteria, Financial Criteria, capability and commitment criteria.
- 42.4 If JV is allowed to participate in the tender as per NIT, then the partner company on the basis of whom the JV qualifies in the tender should have minimum 50% equity holding in the JV. Such company shall provide undertaking that they will not dilute their equity holding in JV till the execution of contract and defect liability period is over.
- 43.0 DECLARATION REGARDING BACKLISTING/ HOLIDAY LISTING**
- 43.1 Each tenderer/ bidder shall give a declaration in the prescribed format annexed to the Form of Tender that he/ it/ they is/ are not under any holiday/black list declared by the OWNER or by any Department of the State or Central Government of India or by any other Indian Public Sector Organization, and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/ it/ them.
- 43.2 In case he/ it/ they are under any such list, or any inquiry is pending, he/ it/ they shall in the declaration give full details thereof. Such declaration in respect of a partnership firm or association of persons shall cover every partner or member of the association, and in the case of Company, shall cover every Director and Principal Shareholder of the Company and any Holding Company and/ or subsidiary Company(ies) if any.
- 43.3 If a tenderer is on any such List or if any such inquiry is pending against it/him/them or if the Bidder makes a false declaration, the OWNER reserves the right to reject

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the Bid, and if the Bid has resulted into a contract, the contract is liable to be terminated pursuant to the provisions of tender/GeM.

- 43.4 All information disclosed to the tenderer by way of tender document should be considered as confidential and shall not be disclosed to any party except as necessary for carrying out the supply/work. Necessary action on violation will be taken in addition to his becoming liable to be Holiday listed.

44.0 LOADING DEVIATIONS TO TENDER CONDITION - If applicable as per NIT

- 44.1 It may be noted that deviation to commercial terms indicated in this tender document may not be allowed even though loading has been indicated in this section. This loading shall be applicable only if Owner allows the deviation to any of the indicated commercial terms.

44.2 Basis of Loading

Loading and ordering shall normally be done on FOT Despatch Point basis for Indian vendors and FOB Port of Exit basis for foreign vendors. In case the bids are on FOR Destination or CFR/CIF basis, with no break-up available, then loading shall be done accordingly.

- 44.3 Bidders are requested to submit the offer in line with terms and conditions provided in Tender document.

- 44.4 Loading in case of deviation in Price Adjustment clause on account of delay in delivery** - The difference between the quantum as per GPC and that offered by the bidder shall be loaded. For non-acceptance of this clause or for offering Liquidated Damages in lieu of Price Adjustment Clause of GPC, loading of 5% shall be done. In case the clause as per TeCL GPC is accepted but with maximum limit indicated as 5% of undelivered order value, loading of 2.5% shall be done.


- 44.5 Loading in case of deviation in Payment Terms** -If bidder takes deviations to the specified payment terms, loading shall be done for interest implication at Benchmark Rate of State Bank of India (SBI) + 1% per annum simple interest applicable on the date of issuance of tender document which shall be mentioned in the tender documents.

Following period shall be considered for loading in case of deviations:

- i. Drawing approval - 80% of the delivery period.
- ii. Receipt of raw materials at Supplier's works - 50% of the delivery period.
- iii. Final 10% payment also against dispatch - 30 days

- 44.6 Loading in case of deviation in Performance Bank Guarantee (PBG)** In case a supplier offers to give a PBG for less than the required amount, loading shall be done for the differential amount. In case a bidder gives PBG for less than the required period, the offer shall be loaded considering PBG not given.

44.7 Price Variation Clause (PVC)

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Price Variation Clause with Price Variation Formula has been incorporated in STC clause no. 6.0.0.

44.8 Input Tax Credit (ITC) benefit

For the purpose of evaluation of offers, ITC benefit shall not be considered.

44.9 Freight components

Quoted rates shall be inclusive of Freight charges. Where the freight charges are asked separately or quoted by bidder separately, the same shall be loaded for evaluation

44.10 Taxes & Duties

When a bidder does not mention Taxes & Duties, the same shall be considered as “Borne by vendor”. For procurement through GeM, quoted prices are inclusive of taxes and duties.

44.11 Components / spares / accessories

If a vendor does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall be considered as “free supply”.

45.0 PAN, TAN AND GST REGISTRATION NO.


45.1 The tenderer(s) shall indicate his/ their Permanent account Number (PAN), GST Registration number and Tax Deduction and Collection Account Number (TAN) in the form of information about tender annexed to the form of tender. In the absence of the same, the tender shall be liable to be rejected.

45.2 Certificate from the vendor regarding regular filing of GSTR-1 and GSTR-3B returns and of NIL default.

46.0 TENDERS/ CONTRACTS WHERE EMPLOYMENT OF AGENT IS PROHIBITED

46.1 Any effort by a bidder or bidder’s agent/consultant or representative howsoever described to influence the owner in any way concerning security / consideration/ evaluation comparison of the bid or decision concurring award of contract shall entail rejection of the bid.


46.2 The seller/bidder shall warrant not to engage, employ retain or involve in any manner directly or indirectly any agent consultant, associate, negotiator or servicing facility howsoever described within or outside /India concerning submission, follow up pursuit, procurement or any work pertaining to consideration and award of the work. The Seller/Bidder should at the time of submission of the offer and at all times there after till decision of the award of the contract is made and in the event of being successful till its implementation ensure absolute compliance with the aforesaid stipulation. In the event of any discharged or breach of the aforesaid warranty being discovered at any time whether prior to the award of the work or

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after the award or after completion of the work. Owner /Buyer shall without prejudice to its any other rights be entitled to exclude from consideration the bid of the seller /Bidder concerned or rescind, revoke and cancel the contract, if awarded and pending execution, rebate the seller from containing or participating in any other or future contracts and claim payment of the sum equivalent to the amount payable or that may have been disbursed or spent in disregard/ breach of the warranty together with the interest at the prevalent Bank leading rate in the same currency in which such amount is payable or disbursed to the agent however described. This shall be without prejudice to the buyer/Owner's right to initiate appropriate civil or criminal action for concealment, suppression, viz. representation, breach and /or any other action ,as deemed fit.

47.0 RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS) 2017:

- 47.1 Govt of India (Ministry of Finance) has circulated following guidelines related to restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) 2017 vide OM No. F.NO.6/18/2019-PPD dated 23.7.2020 and its subsequent amendments & clarifications.
- 47.2 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, as mentioned OM No. F.NO.6/18/2019-PPD dtd 23.7.2020 and its amendments, issued by Ministry of Finance. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). It will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- 47.3 "Bidder" (including the term "tenderer", 'consultant' or 'service provider') means any person or firm or company, including any member of a consortium wherever allowed or joint venture (this is an association of several persons, or firms or companies), every artificial Juridical person not falling in any of the descriptions of bidders stated hereinabove, including any agency, branch office or office controlled by such person, participating in procurement process.
- 47.4 "Bidder from a country which shares a land border with India "for the purpose of above clause is defined as:
- 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

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- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium wherever allowed or incorporated joint venture where any member of the consortium or incorporated joint venture falls under any one of the above.

“Beneficial owner” for the purpose will be as under:

- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.
 - a. “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint the majority of 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 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 or entitlement to more than fifteen percent of capital or profits the partnership;
- (iii) In case of an unincorporated association or body of individuals, the beneficial owner is 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) Where no natural person is identified under above clause, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- (v) In case of 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 trust and any other natural person exercising ultimate effective control over the trust through a chain of control of ownership.

“Agent” for the purpose of this order is a person employed to do any act for another, or to represent another in dealings with third person.

A bidder is permitted to procure raw material, components, sub-assemblies etc from the vendors from countries which share a land border with India. Such vendors will

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not be required to be registered with the competent authority, as it is not regarded as “sub-contracting”.

However, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.


All Bidders shall submit certificate for compliance with subject clause. 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 of law.

48.0 CONFIDENTIALITY WRT COMPLIANCE WITH INDIANOIL’S INSIDER TRADING CODE

48.1 During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by IndianOil. Such UPSI shall be held by the organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need to know basis and with the prior consent of IndianOil.

48.2 It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of IndianOil while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of IndianOil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the "Code for Prevention of Insider Trading in the Securities of IndianOil", copy of which is hosted on the website www.iocl.com.

Accordingly, it must be ensured that any UPSI, whenever received from the IndianOil, (a) shall be used solely for the purpose for which it is being disclosed; (b) shall be preserved and the secrecy of such information shall be maintained; (c) shall not be disclosed to any third party; (d) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information; (e) to notify IndianOil immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party. The organization shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and IndianOil shall take necessary action for such breach in

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addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

49.0 PAYMENT INSTRUCTIONS


49.1 All dispatches shall be made only after receipt of Dispatch Clearance from Owner. Unless otherwise specified / required by Owner, part dispatches will not be allowed and vendor has to supply materials in one lot.

49.2 The dispatch document may be negotiated thru' bank or sent directly to TeCL for release of payment without any payment loading benefit.


50.0 GST

50.1 CGST & SGST or IGST shall be released only on receipt of GST Invoice containing the following details:-


- i. Name, address and GSTIN of the supplier;
- ii. Serial number of the invoice;
- iii. Date of issue;
- iv. Name, address and GSTIN or UIN, if registered of the recipient;
- v. Name and address of the recipient and the address of the delivery, along with the State and its code,
- vi. HSN Codes or Accounting Code of services;
- vii. Description of goods or services;
- viii. Total value of supply of goods or services;
- ix. Taxable value of supply of goods or services taking into discount or abatement if any;
- x. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- xi. Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- xii. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- xiii. Address of the dispatch point where the same is different from the place of supplier;
- xiv. Whether the tax is payable under Reverse Charge basis and
- xv. Signature or digital signature of the supplier or his authorized representative;
- xvi. Quick response code having embedded invoice reference number (IRN) in case invoice issued under rule 48/4.

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- 50.2 E-invoicing under GST has been implemented w.e.f. 1st October 2020 for all the taxable person having turnover more than ₹ 5 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Bidder/ Vendor who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law, as may be applicable at the time of raising of invoice, shall ensure the compliance of requirement of E Invoicing under GST law. All the payments to such Bidder/Vendor who is liable to comply with provisions of E-Invoicing as per GST Laws shall be made against the proper e-invoice(s) only.
- 50.3 If during the period from the date of submission of the bid (or final price bid, if applicable) of the contractor to the date of Scheduled Mechanical Completion/ completion of the entire work(s) or during any time extension granted thereof, there is an increase in the rate of output tax (Goods and Services Tax (GST) etc. or any new output tax is introduced in addition to, or, in lieu of the existing taxes where the total financial implication on account of new output taxes is more and arises within the said contractual completion period, TeCL shall reimburse the additional tax burden. Similarly, if there is any reduction in any of the said taxes, the contractor shall pass on the benefit of such reduction to TeCL by invoicing at the applicable reduced rate.
- 50.4 It would be the responsibility of the Bidder/Contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Bidder/Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with OWNER's registration number as applicable for particular supply on all invoices raised on OWNER.
- 50.5 Bidder/Contractor to mention the correct GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code as applicable for the subject tender needs to be provided in the columns provided in the technical bid.
- 50.6 In case the Bidder/Contractor is opting for Composition scheme under the GST laws (i.e., Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the Bidder/Contractor should confirm the same. Further the Bidder/Contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on OWNER. In such cases, bidder shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST.
- 50.7 In case the Bidder/Contractor is falling under Unregistered category, the Bidder/Contractor should confirm the same.
- 50.8 Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are exempted as per GST Laws & Rules. Offers without GSTIN shall be treated at par with "Unregistered" Taxable.


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- 50.9 In case the Bidder/Contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.
- 50.10 In case the Bidder/Contractor is falling under Unregistered category, then GST liability, if any, on OWNER will be included for the purpose of evaluation.
- 50.11 Depending upon the nature of service supply of subject tender, category of ,supply, HSN code or applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the technical bid.
- 50.12 If the bidder deviates w.r.t. category of Supply , HSN Code or GST rate as per the format given by OWNER in the technical bid, then details with proper justification must be provided.
- 50.13 In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid, but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and HSN code as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before submission of first bill under Contract.
- 50.14 Bid evaluation shall be done after considering GST Rates and HSN code quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed. It may be included as per requirement of every tender.
- 50.15 Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
- 50.16 Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 50.17 The Bidder/Contractor would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to OWNER along with other consequential implications in cases where Bidder/Contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to OWNER. In case, Bidder/Contractor does not issue credit note to OWNER, OWNER would be


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constrained to recover the amount with consequential implications including interest / penalty payable.

- 50.18 It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delay in delivery is effected by the Owner.
- 50.19 Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- 50.20 The Bidder/Contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Bidder/Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by OWNER.
- 50.21 In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/ recovered from the Invoices/Claim of the Bidder.
- 50.22 Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/ IGST Act, 2017 on supplies of goods or services or both to OWNER, tax will be deducted from the invoice raised and deposited with the authorities by OWNER. OWNER shall file the TDS return on GST Portal on the basis of which Credit can be availed by the bidder/ contractor.
- 50.23 It's the obligation on the part of Bidder / Vendor / Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also, it shall be the obligation on the part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Bidder / Vendor/ Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Bidder / Vendor, Owner shall be entitled to recover such amount from the Bidder / Vendor/ Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

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- 50.24 Any deductions in lieu of deviations to the terms and conditions of the purchase order shall be suitably incorporated by the vendor in the invoice presented, else the vendor shall have to necessarily provide a credit note upon intimation by TeCL within a stipulated time period and any delay in payment due to the delay in providing credit note shall be to the vendor's account.
- 50.25 No initial advance payment along with order shall be made by Owner against supplies as well as services (i.e. transportation, erection, site work etc.).
- 50.26 Total progressive payments shall be limited to maximum as specified in SPC, against receipt of advance bank guarantee for equivalent amount. No progressive payments at any stage other than those milestones specifically mentioned above shall be payable by Owner.
- 50.27 All Bank guarantee(s) shall be issued in line with format as per attached annexure of General Purchase Conditions.
- 50.28 All Bank guarantee will be issued directly to Owner by the Bank and Vendor shall enclose copy of the same along with invoice. Banks shall be informed to send a separate confirmation immediately on request to Owner to expedite processing at Owner's end.
- 50.29 Billing schedule shall be submitted to Owner by the vendor for approval within 45-90 days from the date of Letter of Acceptance / Purchase Order (whichever is earlier) wherever specified in the Purchase Order. No pro-rata dispatch shall be made without the approval of billing schedule.
- 50.30 Format for Performance Bank Guarantee (PBG) is enclosed as annexure to the tender document.
- 51.0 BIDDERS UNDER INSOLVENCY OR LIQUIDATION OR BANKRUPTCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016**
- 51.1 Offer from the following type of bidders will not be considered:
- (a) Bidder(s) who are 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).
- (b) Bidder(s) 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 higher eligible bidder will be considered for further processing.
- 51.2 It will be responsibility of the bidder to inform TeCL 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 case where Code is not applicable).

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- 51.3 If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by TeCL .
- 51.4 After the award of contract, TeCL reserves the right to cancel and terminate the contract without any liability on the part of TeCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract. Any unsettled advance paid to the party shall be immediately refunded to TeCL.
- 51.5 TeCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- 51.6 A Declaration / Undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid.
- 51.7 If the supplier becomes bankrupt or becomes otherwise insolvent or undergoes liquidation or loses substantially the technical or financial capability (based on which he was selected for award of contract), at any time, the contract may be terminated, by giving a written notice to the supplier, without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to TeCL. All advance / milestone payments shall be recovered / reconciled and EMD, if any, forfeited

52.0 Time Barred Claims

All claims are time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. However, if there is an admission of liability to pay, fresh period of limitation starts from the time such admission is made by TeCL. No payment against time barred claim shall be entertained.

53.0 GUIDELINES FOR BANK GUARANTEE

- 53.1 Bank Guarantee (BG) may be accepted by the Owner towards EMD/PBG provided the amount of such BG is not less than ₹ 100,000.00 (Indian Rupees One Lakh).

53.2 Selection of Banks for Bank Guarantees:


- a) A BG up to ₹ 2 crore can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act, 1934;

or

- b) A BG of above ₹ 2 crore can be accepted if it is issued by an Indian Branch of
- Any Nationalized/PSU Bank appearing in the Second schedule to the RBI Act, 1934

OR

- Any scheduled bank (other than a Nationalized Bank/PSU Bank) having at least Desired Credit Rating at the time of acceptance of BG


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Bank	If the Tenor of BG is more than 1 year, credit rating of	If the Tenor of BG is up to 1 year, credit rating of
In case of foreign banks	'A' of Moody's or equivalent	'P-1' of Moody's or equivalent i.e., highest short-term rating
In case of Indian Bank	'AA' of CRISIL or equivalent	'P-1' of Moody's or equivalent i.e. highest short term rating

- c) Apart from above, the BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled bank, foreign branches of scheduled banks and foreign branches of foreign banks can be accepted provided such BG is counter guaranteed by any Bank mentioned at (b) above.
- d) Merely signing or endorsing or forwarding the BG by the scheduled bank does not amount to counter guaranteeing. A proper document executed on a non-judicial stamp paper of appropriate value with specific reference to the BG being counter guaranteed, is essential.
- e) In case of acceptance of BG issued or counter guaranteed by a Bank mentioned at para (b) ii, if the credit rating of such Bank falls below the Desired Credit Rating during the validity period of BG, the bidder/contractor shall either submit a fresh BG or get the existing BG counter guaranteed, at its own cost, through a bank mentioned above at (b) [having at least Desired Credit Rating, if applicable]. In case of non-submission of bank guarantee(s), without prejudice to any other right or remedy available to the owner, the owner shall be entitled to encash the bank guarantee(s).

53.3 Bidders may get the Bank Guarantee issued from any Bank recognized as a Scheduled Bank by the Reserve Bank of India. Submission and acceptance of the BG shall be subject to the following conditions:

- a) BG No. and issue date should be mentioned on Stamp Paper and BG.
- b) WO/Tender/LOA/LOI/Agreement No. and date should be mentioned in BG.
- c) BG expiry date and claim date should be correctly mentioned at all respective places.
- d) BG word by word should be strictly as per format given in the tender.
- e) BGs of ₹ 50,000/- and above should be signed by two bank officials jointly (as per RBI's directions).
- f) The name, designation and authorized signatory number of the bank officials signing the BG should be mentioned with their signatures on the BG

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- g) Authenticated copy of SFMS message transmitted to TeCL (beneficiary bank) should be attached with BG
- h) Bank account details which are to be used for SFMS message confirmation shall be as specified in Clause 20.9 of the tender document.
- i) For confirmation of the Bank Guarantee, Bidders to ensure that BG issuing bank will send SFMS in IFN 760 COV (for any new Bank Guarantee) and IFN 767 COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below.

Field No	Description	Value
7034	Name of the Beneficiary with details	TERRA CLEAN LIMITED
7035	Beneficiary IFSC	ICIC00000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Receiver Information	

The following name identifiers can be used in field ID 7034. The SFMS message can easily be identified with the help of Unique identifier code

- i) TERRA CLEAN LTD
- ii) TeCL

The SFMS confirmation is mandatory for both physical BG as well as eBG.


53.4 **ACCEPTANCE OF ELECTRONIC BANK GUARANTEE (eBG)**

The banks will issue eBG in NeSL platform through a complete digital process i.e. procuring e-stamp paper, preparing the eBG as per Indian Oil format, digitally signing the eBG by banking officer/s and then finally issuing the eBG through NeSL portal

53.5 **Contractor shall ensure that the text of bank guarantee submitted shall match the format for BG in lieu of PERFORMANCE BANK GUARANTEE as given verbatim including all comma/ full stops. In case of a deviation/variation, necessary amendment shall be sought from the bidder/ their bankers.**

53.6 **Validity of Bank Guarantee:**

- i) EMD BG - For GeM Bids, validity of BG shall as per GeM GTC. For all other tenders, validity of BG in lieu of EMD shall be at least 3 months beyond bid validity (Clause no. 20 above)

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- ii) For other BG's - For Gem Tenders, validity shall be as per GeM GTC. For all other tenders, validity shall be delivery period plus six months/ warranty period plus six months, unless otherwise specified elsewhere.

53.7 Above Clause shall also apply to all Bank Guarantees submitted by the supplier.

54.0 Zero Defect Zero Effect (ZED) and Lean certification for MSME Vendors

54.1 The Government of India envisioned the Zero Defect Zero Effect (ZED) initiative (Bronze/Silver/Gold level) and the Lean Certification initiative (Basic/Intermediate/Advanced level) to enhance MSME competitiveness, ensure sustainability, and transform them into national and international champions.

54.2 Kindly register and take advantage of these GOI initiatives. For complete details on registration, required documents, benefits, and other related information, visit the links below:

<https://zed.msme.gov.in>

and

<https://lean.msme.gov.in>