



KIOCL Limited
(A Govt. of India Enterprise)
II Block, Koramangala,
BENGALURU – 560 034

NOTICE INVITING TENDER
(E-PROCUREMENT MODE ONLY)

No. KIOCL/TS/SOLAR /F-523/531

Date: 27.07.2020

Sub: Purchase of Solar Energy through wheeling (Non Captive) for Pellet Plant Unit, KIOCL Limited, Mangalore.

Dear Sir,

We KIOCL Limited shall be utilizing the e-procurement service of MSTC Limited, A Government of India Company having its registered office at 225-C, AJC Bose Road, Kolkata- 700 020 for enabling us to procure goods, services and works.

KIOCL Ltd invites online tenders from the prospective bidders to participate in our tender the mode of which happens to e-Procurement System (Online Techno-Commercial Bid and Price Bid through <http://www.mstcecommerce.com/eprochome/kiocl> of MSTC Ltd.)

MSTC Event No. & Date	Description	Last date & Time for submission of offer
KIOCL/20-21/ET/141	Purchase of Solar Energy through wheeling (Non Captive) for Pellet Plant Unit, KIOCL Limited, Mangalore.	11.08.2020 up to 5.30 PM

1.0 COST OF TENDER DOCUMENT (Tender Fee non refundable) :

The cost of Tender Document shall be **Rs. 200/- (Rupees two hundred only)** by way of RTGS in favour of KIOCL Limited, payable at Bangalore.

2.0 EARNEST MONEY DEPOSIT (EMD)

The bidders shall furnish an interest free Earnest Money Deposit (EMD) of **Rs. 5,000/- (Rupees five thousand only)** by way of RTGS in favour of "KIOCL LIMITED", payable at Bangalore.

IMPORTANT NOTE:

- i) The above payments should be deposited in one go and exact amount should be reflected in our books of account on or before the opening date & time of tender.
- ii) Please note that Tenders without EMD, Tender Document Fee or the proof of payments/exemption will be rejected.

Our Bank details for RTGS purpose:

UNION BANK OF INDIA
PBS(KORAMANGALA) BANGALORE -560 034
ACCOUNT NO. 515401010022015
IFSC CODE: UBIN0551546

3.0 EXEMPTION OF EMD & COST OF TENDER:

State/Central Govt. Organization, PSU and valid UAM/NSIC registered (for the tendered item) firm can produce documentary evidence issued by Govt. Authorities for exemption towards submission of Tender Document Fee, Tender Processing Fee and EMD. In case of SSIs /MSEs firms need to submit notarized copies of the relevant, valid registration certificates for claiming exemption.

However, they would be required to furnish Security Deposit in case they are successful in the tender.

4.0 FORFEITURE OF EMD

EMD shall be forfeited if the tenderer withdraws or alter /modify the tender terms in any respect within the period of validity specified in the tender document after the due date of submission of bids.

Non acceptance of the work order by the successful bidder the EMD shall be forfeited

On accepting of the work order by the successful bidder and not performing the contract as per the terms and conditions of the work order than the EMD shall be forfeited.

FREAK LOW QUOTES: In case after opening of price bid of technically cleared bidders, if it is noted that L-1 firm has withdraw from the tender then EMD shall be forfeited and firm may be given tender holiday for a period of two years.

5.0 REFUND OF EMD

EMD shall be returned without interest after submission of the Security Deposit in the case of successful bidder. However, the same shall be returned without interest to the unsuccessful bidders after the award of work to the successful bidder.

PROFORMA FOR GENERAL INFORMATION OF BIDDER

The contractors who are submitting their tender documents shall furnish the following details.

Name of the Agency Postal Address Communication Address	Name of the Contact Person	Details
		Mobile no: P&T Nos. E-mail id

PRE- QUALIFICATION CRITERIA

Solar Generator details (Wheeling from):

Name of the Solar Generator	
Capacity & Location	
Date of commissioning	
Date of W & B agreement	
Date of Supplemental Agreement	

Sl. No.	Minimum Pre-Qualification Criteria required	Supportive Document to be submitted
1.	Bidder who have the consent to wheel the energy. Wheeling and Banking Agreement with all DISCOMs & KPTCL to wheel energy.	Copy of the agreement.
2	List of present client's (Solar energy purchaser)	C-Form submitted to respective DISCOM, Official Memorandum issued by MESCOM/DISCOMs.
3	Can supply required units (min 1 lakh units) on monthly basis without break.	Yes/No.

4	Can supply energy within 15 days from the date of issue of Letter of Intent (LOI)/Work order.	Yes/No.
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Specific Informations

i.	PAN No. (mandatory), copy to be enclosed	
ii.	e-mail address (mandatory)	
iii.	GST no.	
iv.	Ownership of the firm; whether the firm is proprietary, partnership or company. In case of partnership or company, the details of partnership/company along with partnership deed and company incorporation certificate copies and the authorised signatory on behalf of the firm should be furnished.	
v.	All payments shall be made on electronic mode. Contractor shall furnish the required bank details to affect the electronic mode of payment. A) Name of the Bank B) Branch C) Type of Account (Current/Savings) D) Account No. E) MICR Number (9 digit No.) F) IFSC Code	

6.0 SUBMISSION OF TECHNO-COMMERCIAL AND PRICE BID:

Bidder should submit their tenders in two parts i.e Techno-Commercial Bid and price bid through e-procurement mode only. The instructions on the portal shall be followed, while submitting the tender

Bidders are requested to upload the following documents in the MSTC portal.

- a) One set of tender documents including all Annexure duly filled-in and other relevant documents in support of your bid with official seal & signature on all pages.
- b) Copy of GST registration Certificate & Complete contact details of the bidder
- c) Documentary evidence for Pre-Qualification Requirement.

7.0 On submission of the offer, it shall be construed that the bidder has deemed to have read, understood and agreed to all the points mentioned in the tender documents.

8.0 Tender opening:

The Techno-Commercial bid will be opened electronically on 12.08.2020 at 11.00 AM.

Price bid will be opened electronically of only those bidder(s) who have been techno-commercially found acceptable.

9.0 Period of Contract: The Contract shall be for a period of one years from the date of LOI/WO. The quantum of energy required will be intimated as on when required on monthly basis.

10.0 Renewal of the Contract: On satisfactory performance of the agency, KIOCL reserves the right to extend this agreement on mutual consent for further period of ONE YEAR on the same rate, terms and conditions of the agreement.

- 11.0 CONFIDENTIALITY: You shall keep all the information shared with you as confidential and shall not disclose the same under any circumstances to anyone, without obtaining written consent from KIOCL.
- 12.0 FRAUD PREVENTION POLICY OF KIOCL: Everyone make a note that 'fraud prevention policy' is being followed in KIOCL, which provides a system for prevention/detection/reporting of any fraud. It also for bids everyone from involvement in fraudulent activity & that where any fraudulent activity is suspected by anyone, the matter must be reported to the 'Nodal Officer' (Chief Vigilance Officer) as soon as he/she comes to know of any fraud or suspected fraud.
- 13.0 You are advised to read the tender document before filling the document and submit your tenders before the due date and time as stated above. Kindly quote your competitive rates and best offer while submitting the tender, as KIOCL does not intend to hold negotiation.
- 14.0 Indemnification: The Agency shall indemnify and keep indemnified the Company from and against all actions, claims, demands and/or liabilities whatsoever arising out of this agreement or consequent upon breach of any of provisions of this agreement and/or against any claim, action or demand by any of the Agency's Employees, person(s), firms, institutions under any law, rule or regulation having the force of law, including but not limited to, claims against the Company under Employee's Compensation Act, 1923. The Employees State Insurance Act, the Employees Provident Fund Act, 1952, The Contract Labour (Abolition & Regulation) Act, 1970 and the Minimum Wages Act, 1948 and any amendments thereto.
- 15.0 The offer shall be valid for a period of 3 months from the date of receipt of the bid.
- 16.0 Award of work will be intimated to the successful bidder through a letter / e-mail which will be treated as authorization to commence the services. The bidder shall acknowledge the receipt immediately.
- 17.0 For any related clarifications please contact the following officers:

Sl. No.	Name & Address	Phone No.
1	Mr. Surendran DGM (EM) KIOCL LIMITED Pellet Plant Unit, Panambur Mangalore - 575010 Email: mpfele@kioclltd.com	Mob: 09449861680, 0824-2403326
2	Ms. Ananthalakshmi Sr Manager (TS) KIOCL LIMITED 2 nd Block Koramangala, Bangalore - 560 034 Email: bgmcpts@kioclltd.com	080-25531461 - 70 Extn: 279 Mob: 9481766606

- 18.0 KIOCL Limited reserves the right to reject any or all bids without assigning any reasons whatsoever.

Thanking you,

Yours faithfully,
For KIOCL Limited,

- Sd/-
(G.V. KIRAN)
GM (Projects &TS)
Mobile : +91 9937290883
e-mail : bgmcpts@kioclltd.com

IMPORTANT INSTRUCTIONS FOR E-PROCUREMENT

I) Process of E-tender:

A) Registration: The process involves vendors registration with MSTC Limited e-procurement portal (www.mstcecommerce.com) which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a Personal Computer connected with Internet. MSTC Ltd is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON- LINE AT <http://www.mstcecommerce.com/eprochome/kiocl/>

1) Vendors are required to register themselves online with <http://www.mstcecommerce.com/eprochome/kiocl/> → Register as Vendor (Vendors) Filling up details and creating own user id and password → Submit.

2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC Limited, (before the scheduled time of the e- tender).

Contact Persons at MSTC Ltd are as under

Shriyansh Jain	J.Damodaran
Email: sjain@mstcindia.co.in	Email: jdmodaran@mstcindia.co.in
Mobile : 7411651015	Mobile :
Land Line : 080 22260054/22266417 Extn 205	

B) System Requirement:

- i) Windows 98 /XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser
- iii) Signing type digital signature - Class 3.
- iv) JRE 8 update 144 and above software to be downloaded and installed in the system.
- v) To enable ALL active X controls and disable “use pop up blocker” under Tools → Internet Options → custom level

FOR DETAILS PLEASE GO THROUGH THE VENDOR GUIDE AND THE VIDEO UNDER “VIEW VIDEO” LINK AT www.mstcecommerce.com/eprochome

- **Vendor Guide** [Link](http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf) <http://www.mstcecommerce.com/eprochome/UserManualVendor.pdf>.
- **Video** [Link](http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4) [http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE- Configuration.mp4](http://www.mstcecommerce.com/auctionhome/RenderFileViewVideo.jsp?file=IE-Configuration.mp4)

- 1) The Bidders are advised to offer their most competitive prices while submitting the price bid.
- 2) All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 3) Bidders are instructed to use *Attach Documents* through the attach document button present under event number selected. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

- 4) For further assistance please follow instruction of vendor guide <http://www.mstcecommerce.com/eprchome/UserManualVendor.pdf>
- 5) All notices and correspondence to the bidder(s) shall be sent through email during the process till finalization of tender by KIOCL Ltd. Hence the bidders are required to ensure that their email I.D provided is valid and updated at the stage of registration of vendor. Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
- 6) Please note that there is no provision to take out the list of parties who are downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigendum, if any, will be that of the bidders.
- 7) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to bidders who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/kiocl of MSTC Ltd. or www.kiocl.co.in of KIOCL Ltd.
- 8) E-tender cannot be accessed after the due date and time mentioned in NIT.
- 9) Bidding in e-tender:
 - a) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid
 - b) The bidder(s) can submit their Techno Commercial Bids and Price Bid through internet in MSTC Ltd website www.mstcecommerce.com/eprchome/kiocl → Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.
 - c) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno- Commercial bid. If this application is not run then the bidders will not be able to save/submit his/her bid.
 - d) After filling the Techno-Commercial Bid, bidders should click, save for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidders should click on “save” to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidders can click on the “Submit” button to register their bid
NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the submit button has been clicked by the bidders.
 - e) In all cases, bidders should use their own ID and Password along with Digital Signature at the time of submission of their bid.
 - f) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
 - g) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
 - h) All electronic bids submitted during the e-tender process shall be legally binding on the bidders. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by KIOCL Ltd will form a binding contract between KIOCL Ltd and the Bidder for execution of work. Such successful bidder shall be called hereafter Contractor.
 - i) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

- j) KIOCL Ltd reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
 - k) No deviation in the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions of the tender.
 - l) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.
- 10) Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein as well as in the tender document.
 - 11) After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
 - 12) The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
 - 13) The bid will be evaluated based on the filled-in technical & commercial formats.

INSTRUCTIONS TO BIDDERS

1. The Bidders are advised to go through all the documents in connection with this contract.
2. No alterations shall be made by the Bidders in the Tender Documents.
3. Quotations shall be submitted in accordance with the tender terms and conditions and corrigenda, issued if any. Any changes will be notified only through the KIOCL's website and the same will not be published in the newspapers. Bidders are requested to check KIOCL website from time to time before submitting their bids. KIOCL Limited reserves the right to reject any or all the bids without assigning any reasons whatsoever and without any liability.
4. A technical evaluation shall be carried out prior to opening of the price bid.
5. After technical evaluation, whose proposals do not meet the evaluation criteria will not be considered further processing of the bid.
6. In any other matter not covered in the contract, the decision of the Company shall be final and binding on the bidders.
7. Security Deposit: Successful agency shall be deposited a sum of Rs. 50,000/- (Rupees fifty thousand only) with KIOCL as a refundable Security Deposit within 15 days on placement of order payable in the form of Demand Draft in favour of KIOCL Limited, payable at Bangalore.

This amount will be returned on completion of the Contract without any interest.

8. METHOD OF EVALUATION:

- (i) A technical evaluation shall be carried out prior to opening of the price bid. Bidder should attach the documentary proof/details regarding wheeling of energy while submitting the quotation as per the pre qualifying criteria.
- (ii) After technical evaluation, bidders whose proposals do not meet the evaluation criteria (Pre-Qualification criteria for Evaluation of bidder) will not be considered further.
- (iii) Price bid: The lowest price quoted per unit will be considered for finalizing the L-1 bidder. The price bids would be evaluated considering energy charges, cross subsidy charges, additional surcharge per KWH without considering GST. The order will be placed on L-1 bidder. The bidders shall quote competitive rate.

Note: Solar power from the old plants commissioned before 31.03.2018 are exempted from transmission, wheeling, cross subsidy charges for 10 years under non captive route.

TERMS AND CONDITIONS OF CONTRACT

1. The Conditions herein before referred to in the Contract (as hereinafter defined) as the following words and expressions shall have the meaning hereby assigned to them except where the subject or context otherwise required.
 - a) 'Employer' shall mean KIOCL Limited, incorporated under the Indian Companies Act, 1956 having its registered office at II Block, Koramangala, Bangalore 560 034, and include its successors and assigns.
 - b) 'Contractor' shall mean the Company, firm or party to whom the contract is awarded and shall include his/their legal representative/s assigns.
 - c) 'Site' shall mean the site of the contract works
 - d) 'Contract' shall mean Instructions to Bidders, Conditions of Contract, Scope of Work, Schedule of Items and Letter of Intent.
 - e) 'Notice in writing' written notice shall mean a notice written, typed or printed characters, sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address, and of registered office of the addresses and shall be deemed to have received. When in the ordinary course of post it would have been delivered.
 - f) 'Letter of Intent' means an intimation by a letter to the Bidder that his bid has been accepted in accordance with the provisions contained in that letter under the authority of the employee.
 - g) 'Contract Price' means the sum named in the tender subject to such additions thereto or deductions there-from as may be made under the provisions of the Contract.

2. Scope of Contract

KIOCL is desirous to purchase electricity (Solar energy) for its plant located at Mangalore in Baikampady Industrial Area.

- Energy to be wheeled to the KIOCL vide RR NO: EHT-45, subject to confirmation of power required by KIOCL Limited on monthly basis.
- The applicable Demand Charges, Cross Subsidy Surcharge, Electricity Duty and other applicable taxes to be paid by KIOCL directly to MESCOM.
- The Wheeling / Transmission losses and Banking charges to be paid by the bidder.
- Any other statutory charges/ fees/duties imposed by Government, central, state or any other local body/KPTCL/ MESCOM during the term of the Power Purchase Agreement shall be to the account of the bidder.
- Getting all required NOCs from SLDC (State Load Dispatch Centre) within the stipulated period.
- Facilitation of procedures on behalf of KIOCL for delivery of Power (Eg. SLDC standing clearances, coordination with NLDC etc)
- Correspondence for any formal /legal correspondence with MESCOM, BESCO, KPTCL, SLDC, etc

- Obtaining monthly official memorandum (OM) from MESCOM towards wheeled Energy shall be sole responsibility of bidder.
- Correspondence with Central & State bodies as per rules, regulations, by-laws & orders of the local authorities & statutory bodies as may be in force from time to time during the currency of contract.
- Any other services related to the scope to be fulfilled as required by KIOCL.
- Bidder (Generators/Traders/Facilitator) shall be responsible for and will ensure compliance with all Central & State laws as per rules, regulations, by-laws & order of the local authorities & statutory bodies as may be in force from time to time during the currency of contract.
- In any other matter not covered in the contract, the decision of the Company shall be final and binding on the bidders.
- KIOCL Limited decision shall be final & no correspondence shall be entertained in this regard

3. PAYMENT TERMS:

Bidder shall submit the bill with GST as applicable on monthly basis for the power wheeled as per the monthly Official Memorandum issued by MESCOM to the Electrical department, PPU, Mangalore. The payment shall be released on certification from authorised officer Electrical Department, PPU, Mangalore. However, the GST registration no. shall be mentioned on the invoice itself. GST should be shown separately in the bill/invoice.

GST invoice should be submitted. KIOCL GST No. to be indicated in the invoice.

KIOCL GST is 29AAACK8438M1ZX

After certification from the officer in charge the payment shall be released through electronic mode within 10 days.

4. Paying authority: Paying authority shall be In-charge (F & A) Pellet Plant unit, KIOCL Limited, Mangaluru.
5. Statutory deduction towards all applicable taxes shall be made as per rules.
6. Jurisdiction of Court: The courts at Bangalore alone will have jurisdiction on any disputes for adjudication arising out of the contract / agreement
7. Termination: Under exceptional circumstances or if services provided is not satisfactory, KIOCL is free to terminate the services without assigning any reason with one month of prior notice.

UN-PRICE BID FORMAT

Sl No	Particulars	Rate in Rs.
1	Solar Energy Charges per KWH	To be quoted in MSTC Portal directly.
2	Cross subsidy surcharge per KWH	
3	Additional surcharge per KWH	
4	Total (sl.no. 1 to 3)	
5	Applicable GST @ -----	
6	Grand Total (sl.no. 4 to 5)	

Note: The quoted rates shall be firm for the duration of the Contract.

- The applicable Demand Charges, Cross Subsidy Surcharge, Additional surcharge, Electricity Duty and other applicable taxes to be paid by KIOCL directly to MESCOM.
- Solar power from the plants commissioned before 31.03.2018 are exempted from transmission, wheeling, cross subsidy charges for 10 years under non captive route.