

<p><b>RSO/ENG/LT-81/2021-22</b></p> <p><b>Engineering, Procurement, Construction (EPC) inclusive-of 1 Year Comprehensive Operation &amp; Maintenance (O&amp;M) of 50 KWp On-Grid Roof Mounted Captive Solar Power Project at IndianOil, Bharatpur Terminal, Rajasthan with its further Comprehensive Operation &amp; Maintenance O&amp;M for 2 Year.</b></p> <p><b>Cost of tender: Not applicable as it is e-Tender.</b></p>	<p>Downloading period (both days inclusive )</p> <p><b>31.12.2021 (12:30 Hrs.)</b></p> <p><b>Till</b></p> <p><b>08.01.2022 (12:30 Hrs.)</b></p>	<p><b>Ch. Mgr. (Engg.), RSO</b></p> <p><b>TEL: 0141-2611425 Extn. 409</b></p> <p><b>Email: Santosh@indianoil.in</b></p>
<p>Visit <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> for downloading Tender documents and participating in e-tenders.</p> <p>Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: <a href="http://www.iocletenders.nic.in">www.iocletenders.nic.in</a> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.</p>		
<p><b>GSTIN No. of Rajasthan State Office – 08AAACI1681G2ZO</b></p>		

## **NOTICE INVITING E-TENDER**

Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> **under Single bid system** for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated hereunder.

1. Indian Oil Corporation Ltd (IOCL) is India's flagship national oil company with business interests straddling the entire hydrocarbon value chain – from refining, pipeline transportation and marketing of petroleum products to exploration & production of crude oil & gas, marketing of natural gas and petrochemicals.
2. Presently, IOCL proposes to set up 50 KWp On-Grid Roof Mounted Captive Solar Power Project on Lump-sum Turn-key (LSTK) basis through qualified selected bidder.

### **3. Brief Scope of work**

- 3.1. Part-A : Engineering, Procurement and Construction (EPC) of 50 KWp On-Grid Captive Solar PV (SPV) Plant on turnkey basis on the premises of IndianOil's Bharatpur Terminal at Dhormui , Dist.-Bharatpur, Rajasthan inclusive of comprehensive O&M of the SPV Plant for a period of one year from the date of successful project commissioning.
- 3.2. Part-B : Comprehensive Operation & Maintenance of Solar Plant for a further period of 2 year from the date of completion of work .

The detailed scope of work to be carried out under this contract is defined separately under Scope of work section

4. Indian Oil has initiated e-tendering for procurement of works and services through its website <https://iocletenders.nic.in>. Bidder is requested to obtain Class-3 Digital Signature Certificate (DSC) from any authorized certifying agency and register itself with IOCL on this website using the DSC. Detailed instructions are available on the website.

1.	TENDER NO.	:	<b>RSO/ENG/LT-81/2021-22</b>
2.	E-Tender ID	:	2021_RSO_145700
3.	NAME OF WORK	:	<b>Engineering, Procurement, Construction (EPC) inclusive-of 1 Year Comprehensive Operation &amp; Maintenance (O&amp;M) of 50 KWp On-Grid Roof Mounted Captive Solar Power Project at IndianOil, Bharatpur Terminal, Rajasthan with its further Comprehensive Operation &amp; Maintenance O&amp;M for 2 Year.</b>
4.	LOCATION OF WORK	:	<b>IOCL, Bharatpur Terminal</b>
5.	ESTIMATED VALUE OF WORK	:	<p><b><u>Rs. 36,58,653.33 /-including GST.</u></b></p> <p>The quantum of works given in Tender Document is only indicative based on tentative estimates and is not the right of contractor. Indian Oil does not guarantee any minimum or maximum quantum of works, during the currency of contract.</p> <p><u>(Installed capacity should not be less than 50 KWp.)</u></p>
6.	TENDER FEE	:	<p><b>Nil</b></p> <p>Bidders are required to download the tender documents free of cost from IOCL e-tender website (<a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a>)</p>
7.	EARNEST MONEY DEPOSIT	:	<p><b>NIL</b></p> <ul style="list-style-type: none"> <li>• There shall be Waiver in EMD Amount on account of pandemic of Covid 19 for all the bidders.</li> <li>• No EMD is applicable for the subject tender.</li> <li>• <b><u>Bidders are required to mandatorily submit the Bid Security Declaration as per Annexure- 'Q' of the tender</u></b></li> <li>• The requirement of submission of the above Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Startups, CPSE &amp; Jvs) including those who have submitted permanent EMD/ PEMD.</li> </ul> <p>Tenderers not uploading the above declaration on or before tender submission date and time will be summarily rejected.</p>
8.	<b>TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:</b>		
	a) Starts on	:	<b>31.12.2021 @ 12:30 Hrs</b>
	b) Ends on	:	<b>08.01.2022 @ 12:30 Hrs.</b>
	PRE BID MEETING	:	<b>Not Applicable for this tender</b>

<b>9.</b>	<b>SUBMISSION OF TENDER IN e-TENDER PORTAL:</b>		
	a) Starts on	:	<b>31.12.2021 @ 12:30 Hrs</b>
	b) Ends on	:	<b>08.01.2022 @ 12:30 Hrs.</b>
	<b>Note: Corporation reserves the right to revise/extend any date/time form scheduled timelines of Published tender</b>		
<b>10.</b>	<b>DUE DATE FOR OPENING OF TENDER:</b>		
<b>11.</b>	<b>Opening of Tender</b>		<b>09.01.2022 @ 12:30 Hrs.</b>
<b>12.</b>	<b>TENDER VALIDITY</b>	:	<b>Offer shall be valid for 180 Days</b> from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
<b>13.</b>	<b>WORK COMPLETION TIME for PART A</b>	:	15 months (3 months for project commissioning + 12 months of inclusive O&M) from date of Site Handing Over (SHO).
<b>14.</b>	<b>WORK COMPLETION TIME for PART B</b>		24 months from date of completion of Part-A.
<b>15.</b>	<b>MODE OF TENDER SUBMISSION</b>	:	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender
<b>16.</b>	<b>Price adjustment</b>		@ 0.5% of the cumulative value of the RA Bill per week of delay or part thereof maximum up to 10% on commutative value of works done up to concerned RA bill or final bill.
<b>17.</b>	<b>CONTACT PERSON</b>	:	Name: Santosh Kumar. Designation: CM (Engg.)-RSO Contact No...: 0141-2611425 Extn. -409 E-Mail : santosh@indianoil.in
<b>18.</b>	<b>SECURITY DEPOST</b>	:	The security deposit for contractors for works shall be equivalent to the 3% of the value of the work done. Online banking/Bank Guarantee / Demand Draft shall pay the security deposit. Out of the total Security Deposit 1% of contract value as initial security deposit shall be paid by Net banking /RTGS/NEFT in advance on acceptance of contract and balance 2% of the security deposit shall be recovered from the running bill. The Security Deposit can be paid in the following manner:  a) RTGS/NEFT, online banking modes b) Pay Orders or Demand Draft of Nationalized/ Schedule Banks on which no interest will be allowed  c) If the contractor desires to pay Security Deposit by way of Bank Guarantee, then they should pay the same for the entire amount of the Security Deposit work out based on

			<p>work order value before commencement of work. (The Bank Guarantee should be of Nationalized / Scheduled Banks sent directly by the Banker under their covering letter to the office of the Corporation by Regd. Post/Courier).</p> <p>d) HOWEVER, BGs WILL NOT BE ACCEPTED IF THE TOTAL AMOUNT OF THE SECURITY DEPOSIT IS LESS THAN RS. 1,00,000/-</p> <p>e) The retention period for security deposit will be 12 months after the date of completion of the work.</p>
19.	<b>GST (GOODS &amp; SERVICE TAX)</b>	:	<p>Rates of the items are excluding GST, which shall be paid separately.</p> <p>Contractor will be required to submit GST Compliant invoices with HSN (harmonized system of Nomenclature i.e. Excise classification)/SAC codes (Service Accounting Code) duly complying with the requirement of place of supply and other requisite details.</p> <p>Note: For compliance of the statute, bidders are advised to refer GST law and Rules being framed there under from time to time.</p>
20.	<b>PAYMENT FOR EXTRA ITEMS</b>	:	<p>Payment for all the extra items if any shall be made as per HO-SOR Rates for respective DO with applicable discount quoted by the bidder in the Tender. In case of Non-SOR Items, Payment shall be made as per market rates/latest DSR Rates with applicable discount quoted by the bidder in the Tender.</p>
<p><b>“Notwithstanding any other condition/provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their Offer. Failure to meet the PQC will render the Bid to be summarily rejected. IOC reserves the right to complete the evaluation based on details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.”</b></p>			
<p>It is for the information of the bidder that “negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations”. In case of negotiations, confirmation of the negotiations should be received from the bidder within 07 days from the date of negotiations failing which the Corporation reserves the right to ignore the quotation.</p> <p>In case of irreconcilable conflict in technical matters between the provisions in the separate contract documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:</p> <ol style="list-style-type: none"> <li>1. Formal contract</li> <li>2. Acceptance of tender</li> <li>3. Price schedule annexed to the letter of acceptance</li> <li>4. Agreed variations annexed to the letter of acceptance</li> <li>5. Addenda to the tender documents.</li> <li>6. Special terms and conditions of contract</li> <li>7. Special Instructions to tenderer</li> </ol>			

	<p>8. General conditions of contract 9. Instructions to tenderers</p> <p>Any variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents.</p>
<p><b>21.</b></p>	<p><b>EVALUATION OF TENDERS</b></p> <p><b>A)</b> 1. Each tenderer can submit only one bid.</p> <p>2. Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.</p> <p>3. Bids from Consortium or MOU parties shall not be accepted.</p> <p>4. The bid of the party will also be rejected on the following grounds:-</p> <p>i) Tenderer not meeting tender qualifying parameter norms specified / not submitting pre qualifying and mandatory documents as per NIT.</p> <p>ii) Non-withdrawal of conditions imposed in tender document &amp; conditions imposed during negotiations.</p> <p>iii) A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.</p> <p>iv) Tenderer submitting fabricated/ false/ forged documents for the tender.</p> <p>v) Tenderer put on holiday list during the pendency of this tender.</p> <p><b>B) The procedures for evaluation of Tenders shall be as follows:-</b></p> <p>1. Only the Bid of all those parties uploading their tenders with required EMD/Exemption certificate/Permanent EMD before due date and time, shall be opened on the due date &amp; time of opening of tender.</p> <p>2. Basic cost in price schedule is exclusive of all taxes subsumed and GST is payable as extra at indicated rate by bidder.</p> <p>3. Bidder is required to confirm their status on composition scheme along with documentary evidence.</p> <p>(a) In case, bidder is registered in "composition" scheme, such bidder has to select "N/A" from drop-down options in the respective cell. In that case no GST shall be payable to the bidder. Rates quoted by the bidder shall be considered as inclusive of all taxes.</p> <p>b) In case bidder is not under composition scheme, such bidder is to indicate GST rate in the BoQ as per their understanding of applicable HSN.</p> <ul style="list-style-type: none"> <li>• Evaluation will be carried out on the basis of net landed cost considering GST, Cess and estimated Input Tax Credit (ITC) available to Indian Oil as envisaged and indicated in the BoQ for evaluation purpose. In case, there is any change in ITC rate after award of contract, same will have no effect on evaluation done. GST is payable as extra at indicated rate by bidder.</li> </ul>

- After opening the price bid, party who has quoted the lowest rate (L1 rate) derived on the basis of net landed cost basis will be considered for award of work, with or without negotiation as per the policy of the Corporation.
- The net amount worked out after taking into cognizance the Quoted Rate plus indicated GST less ITC (if any) shall be considered as net landed cost in order to arrive at L1 bidder. To elaborate the same, a sample is given below for reference:

Percentage BOQ with the tender	
ESTIMATED AMOUNT 'A' SAY:	100
QUOTED RATE (%) 'B' SAY:	(-) 10
NET AMOUNT 'C' = $A*(1-B/100)$	90
GST (%) INDICATED BY THE BIDDER 'D' SAY :	18
APPLICABLE CESS (%) IF ANY 'E' SAY:	0
(GST PLUS CESS) AMOUNT 'F'	$90*(18+0)/100 = 16.2$
ITC (%) 'G' SAY:	27
ITC AMOUNT 'H' = $D*C*G/100$	$18*90*0.27/100 = 4.374$
NET LANDED COST 'I' = $C + F - H$	101.826

4. Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Tenderers will have to attend the Office of INDIAN OIL CORPORATION LIMITED as informed by Tender Issuing Authority for negotiations/clarifications as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.
5. In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. Above exercise shall currently be an offline activity outside the e-portal.
6. In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.
7. The sealed envelope shall be opened jointly by one member from tendering group and one from finance. The bidders while seeking revised bids, shall be advised to witness the opening of sealed envelopes.
8. In case there is a tie again the bidder with the highest turnover worked out to three decimal point in any of the last three years as submitted against turnover criteria shall be considered as L-1 bidders.
9. Work order shall be awarded to L-1 bidder.
10. Successful Tenderer will have to present original documents for verification to the tender inviting authority, within 7 days from date of intimation.

22.

**Other Points:-**

1. Any Addendum/ Corrigendum / Sale Date Extension in respect of the tender shall be

issued on our website <https://iocletenders.nic.in> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

2. All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.
3. Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
  - For disputes up to stage of LOA-Jurisdiction shall be in the court of Jaipur.
  - For disputes during execution stage – Jurisdiction shall be in the court of Jaipur.
4. Please visit our website <https://iocletenders.nic.in> for further details of this tender.
5. Bidders may note that the following are attached separately and uploaded in the e-tendering portal:
  - a) Special Instructions to bidders for participating in e-tendering
  - b) FAQ's –online EMD facility in IOCL e-tendering and
  - c) Format for Acceptance of Tender Terms and Conditions

**6. Insolvency and Bankruptcy code (IBC) clause:**

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

**7. Insolvency and Bankruptcy code (IBC) clause:**

**BIDDERS UNDER INSOLVENCY OR LIQUIDATION OR BANKRUPTCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016**

Offers from the following type of bidders shall not be considered:

- a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in cases where code is not applicable),
  - b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder at any stage of evaluation of the bid.
- In the event, insolvency resolution process or liquidation or bankruptcy proceeding is

initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder, after submission of its bid but at any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).

- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, in any form whatsoever.
- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, then the bid of the next higher eligible bidder will be considered for further processing.
- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to any other any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.
- A Declaration Undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid. **(Annex -O)**

