

## NOTICE INVITING TENDER

(E-tendering)

**SUB:DESIGN, ENGINEERING, SUPPLY, PACKING & FORWARDING, TRANSPORTATION, UNLOADING, STORAGE, INSTALLATION, TESTING & COMMISSIONING OF UP TO 75 KWP ON GRID ROOF MOUNTED CAPTIVE SOLAR POWER PLANT AT INDIANOIL BHAVAN, SOUTHERN REGIONAL OFFICE, CHENNAI, TAMILNADU INCLUDING ONE-YEAR FREE COMPREHENSIVE OPERATION & MAINTENANCE AND A FURTHER COMPREHENSIVE OPERATION AND MAINTENANCE OF FOUR YEARS POST COMPLETION OF FREE COMPREHENSIVE OPERATION & MAINTENANCE**

Tender No.: SRCC/LT/312/SRO/2022-23

1. Indian Oil Corporation Ltd (IOCL) is India's flagship national oil company with business interests straddling the entire hydrocarbon value chain – from refining, pipeline transportation and marketing of petroleum products to exploration & production of crude oil & gas, marketing of natural gas and petrochemicals. It is the leading Indian corporate in the Fortune 'Global 500' listing, ranked at the 142<sup>nd</sup> position in the year 2022.
2. Presently, IOCL proposes to set up Captive Solar Power Project on Lump-sum Turn-key (LSTK) basis through qualified selected bidder.
3. IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors of Category-II (meant for Solar PV Plant of capacity ranging from 50 KWp to 500 KWp) through competitive bidding in single bid system(Techno-Commercial and Price Bid) for the brief Scope of Work mentioned hereinafter.
4. **Brief Scope of work**
  - 4.1. Part-A:Engineering, Procurement and Construction (EPC) of up to 75 KWp On-Grid Captive Solar PV (SPV) Plant on turnkey basis on the premises of IndianOil's Southern Regional Office located at 139, Nungambakkam High Road, Chennai - 600034 in the state of TamilNadu, inclusive of free comprehensive O&M of the SPV Plant for a period of one year from the date of successful project commissioning.
  - 4.2. Part-B:Comprehensive Operation & Maintenance of Solar Plant for a further period of 4 years post completion of one-year free comprehensive O&M of SPV Plant mentioned in Part-A.

The detailed scope of work to be carried out under this contract is defined in Chapter-5 (Job specifications).
5. Indian Oil has initiated e-tendering for procurement of works and services through its website <https://iocletenders.gov.in>. Bidder is requested to obtain Class-3 Digital

Signature Certificate (DSC) from any authorized certifying agency and register itself with IOCL on this website using the DSC. Detailed instructions are available on the website.

## 6. BRIEF DETAILS OF THE TENDER:

6.1.	NAME OF WORK	Design, engineering, supply, packing & forwarding, transportation, unloading, storage, installation, testing & commissioning of up to 75 KWp on-grid roof mounted captive solar power plant at IndianOil Bhavan, Southern Regional Office, Chennai, Tamilnadu including one-year free comprehensive operation & maintenance and a further comprehensive operation and maintenance of four years post completion of free comprehensive operation & maintenance
6.2.	TENDER /NIT NO.	SRCC/LT/312/SRO/2022-23
6.3.	E TENDER ID	2022_SROTN_159320_1
6.4.	ESTIMATION COST	Rs. 7118770(inclusive of all taxes)
6.5.	TIME OF COMPLETION Part-A	15 months (3months for project commissioning + 12 months of inclusive O&M) from date of Site Handing Over (SHO).
6.6.	TIME OF COMPLETION Part-B	48months from date of completion of Part-A.
6.7.	DOWNLOAD OF TENDER DOCUMENT	23.11.2022(14:00 hrs.) to 01.11.2022 (14:00 hrs.)
6.8.	CONTACT PERSON	Name :Voilada Dinesh Designation : AM(Contracts) Contact No : 044-28333742 E-mail ID :dineshv@indianoil.in
6.9.	PRE BID MEETING	NA
6.10.	OPENING DATE AND TIME OF E-BID SUBMISSION	23.11.2022 (from 14:00 hrs.)
6.11.	CLOSING DATE AND TIME OF E-BID SUBMISSION	01.12.2022 (up to 14:00 hrs.)
6.12.	DATE AND TIME OF TECHNO COMMERCIAL BID OPENING	02.12.2022 (14:00 hrs.)
6.13.	EARNEST MONEY DEPOSIT	<b>NIL.</b> Bidders to note that there shall be no requirement

		<p>of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security Declaration mentioned as Annexure -A in the Tender Document in lieu of EMD as per the standard format attached.</p> <p>The requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Startups, CPSEs and JVs).</p> <p>The bid shall be summarily rejected if Bid Security Declaration in lieu of EMD is not uploaded in e-Tendering portal on or before tender submission date and time.</p> <p><b>It is reiterated that if the Bid Security Declaration is submitted in any other format other than that given in this tender, the bid shall be summarily rejected</b></p>
<b>6.14.</b>	<b>BID VALIDITY</b>	<b>04 (Four) months from last date of bid submission.</b>

## **7.0 BRIEF TERMS AND CONDITIONS**

- a) The subject tender is an e-tender & can be downloaded from IOCL website, <https://iocletenders.gov.in> Tender Document will not be issued in person or sent by post. Bidder is mandated to get enrolled on e-Tendering portal (<https://IOCLetenders.nic.in>). Bidders shall not have to pay cost of bidding document.
- b) Bidder is advised to read the instructions for e-tendering from the website <https://IOCLetenders.nic.in>. The Help Documentation placed at Home Page provides necessary guidance to bidder for using the e-Tendering site. A user id will be issued to bidder by e-Procurement administrator for participation in e-tendering.
- c) The Tenderer shall furnish all necessary documents for the bidding entity along with their offer.
- d) Any bidder who has downloaded the tender document from IOCL website shall not construe the same as his qualification for the tendered work.
- e) Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- f) IOCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process

- g) IOCL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- h) Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- i) 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. IOCL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarifications.
- j) Fax/ E-mail / Hard Copy of bids shall not be accepted.
- k) IOCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- l) At any time prior to the deadline for submission of bids, IOCL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by amendment.
- m) The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- n) In order to extend reasonable time to bidders for considering amendments while preparing their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.
- o) In exceptional circumstances, IOCL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the response there to shall be made by Fax / e-mail/ e-Tender portal. The bidder, extending the validity of the bid, will not be permitted to modify the bid.
- p) After opening of bids, to assist in the examination, evaluation and comparison of bids, IOCL may, at its discretion, ask the bidder for a clarification on its bid. The request for such clarification and the response shall be in writing through e-Tender portal only.
- q) IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- r) 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.
- s) Contractor shall raise all the bills in the name of IOCL, specific to location or State/Head Office as mentioned in the Letter of Award (LoA) and/or Contract Agreement.
- t) Any legal dispute shall be within the jurisdiction of court at Chennai.

## **8. Proceedings under insolvency and bankruptcy code 2016.**

Offers from the following type of bidders shall not be considered

- i. 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)
- ii. 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 application 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 here in above in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, 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 here in above and the bidder's bid results in a contract, IOCL, without prejudice to any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.

A Declaration/Undertaking shall be submitted by the bidder in the attached format along with the technical/commercial bid.

## **9. Business transaction status of Bidder:**

- i. Tenderers who have sold their company to another company or under the process of selling shall intimate the same to IOCL in their letterhead while submitting the bid.
- ii. If bidder refuses or fails to share the information regarding their status of business selling process/restructuring or proceeding assough there in above,in their bid or at any later stage,as applicable,their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, is any formwhatsoever.

For above, Bidder to give undertaking in his letter head whether he/she has transferred his/her ownership rights either in whole or in part to another entity or under process of transfer.

Other Terms and Conditions of the above-mentioned Tender will remain unchanged.

10. Any query with regard to non-issuance of the tender documents or rejection of the tender may be forwarded to Mr. R. JAI GM(Contract Cell)SR at the above address; e-mail: [jramchan@indianoil.in](mailto:jramchan@indianoil.in)

General Manager (Contract Cell), SR

---