



No.: IRPL/SOLAR/PMC/06

Date :18/01/2023

e-PROCUREMENT NOTICE

(National Competitive Bidding)

1.0 **Chairman / IRPL, C-4, District Centre, Saket, New Delhi-110017**, Email ID: solarcell@ircon.org, Contact No: 8800692402, for and on behalf of IRCON RENEWABLE POWER LIMITED (IRPL in abbreviation) invites online bid in on prescribed forms from bonafide firms/ companies having requisite experience and financial capacity for execution of the work detailed in the table given below. The bidder is advised to examine carefully all instructions including addendum/corrigendum(s), condition of contract data, forms, terms, technical specifications, bill of quantities etc. in the bid document.

1.1 The brief particulars of the Project and the tender are as follows in the **Key Information Table (KIT)**:

S.No.	Particular	Details/ Reference of Clause
1.	Name of Work	Rendering of Project Management Consultancy (PMC) Services for various Site Activities of 500 MW Solar PV Project of Ircan Renewable Power Limited (IRPL) at Pavagada, Karnataka.
2.	Estimated Cost of Work	Rs. 5,56,96,000/-
3.	Completion Period / Date	September-2024 (Refer SCC Clause 8)
4.	Publishing Date	18/01/2023 at 18:30 Hrs
5.	Bid Document Download/ Start Date	18/01/2023 at 18:35 Hrs
6.	Clarification Start Date & Time	18/01/2023 at 18:55 Hrs
7.	Clarification End Date & Time	25/01/2023 at 17:30 Hrs
8.	Pre-bid Meeting Date, Time & Venue (Optional)	Not Applicable
9.	Email for receiving Pre bid queries	solarcell@ircon.org
10.	Last date for receiving Prebid Queries	Not later than the "Clarification End Date"
11.	Bid Submission Start Date & Time	27/01/2023 at 09:00 Hrs
12.	Bid Submission End Date & Time	02/02/2023 at 11:00 Hrs
13.	Bid Opening Date & Time	03/02/2023 at 11:00 Hrs
14.	Type of Tender	Open Tender
15.	No. of Packets	Two Packet
16.	e-Procurement Portal	https://etenders.gov.in/eprocure/app
17.	Fee for participating in the bidding (Non-Refundable)	Rs. 20,000/- (Rupees Twenty Thousand only) (Refer e-Procurement Notice Clause 4.5)
18.	Earnest Money Deposit	Rs. 7,96,200/- (Rupees Seven Lakh Ninety Six Thousand Two Hundred only) Pay order/ Demand draft should be payable at New Delhi (refer ITT Clause .9)
19.	Tender Box location address to submit physical document, if any	IRCON RENEWABLE POWER LIMITED, C-4. District Centre, Saket, New Delhi-110017 (Refer Clause 9 & Annexure-VII of ITT)
20.	Validity of the Bid	90 days after the date of opening (Technical Bid) of the tender.
21.	Place of Registration of firm/company:	Anywhere in India in case of National Competitive bidding (refer ITT Clause 1.2)
22.	Whether Joint Venture (JV) is permitted or not.	Not Permitted
23.	Maximum no. of JV members	Not Applicable

	allowed.	
24.	Client/ Owner Name	IRCON RENEWABLE POWER LIMITED (<i>Refer ITT Clause 1.4 a</i>)
25.	Employer/ Executing Agency Name & address	IRCON RENEWABLE POWER LIMITED, C-4, District Centre, Saket, New Delhi-110017 (<i>Refer ITT Clause 1.4 b</i>)
26.	Scope of Work	(<i>Refer SCC Clause 4</i>)
27.	Purchase Preference to MSEs	Applicable (<i>Refer e-Procurement Notice Cl. No. 18.0</i>)
28.	Proforma for Statement of Minor Deviations	Annexure-IV(A) of ITT (<i>Refer ITT Clause 6 & 7</i>)
29.	Statement of Minor Deviations with Price in the Financial Bid	Annexure-IV(AA) of Bill of Quantity (BOQ) (<i>Refer ITT Clause 6 & 7</i>)
30.	Performance Security	3% of Contract Value (<i>Refer SCC Clause 22</i>)
31.	Retention Money	(<i>Refer SCC Clause 22</i>)
32.	Insurance	(<i>Refer SCC Clause 12 and Conditions of Contract-CC</i>)
33.	Price Variation	<i>Not Applicable</i>
34.	Submission of Performance Security	Within 21 days from the date of issue of Letter of Acceptance (LOA) (<i>Refer SCC Clause 22</i>)
35.	Defect Liability Period	06 Months from the date of Hand Over Take Over (HOTO) (<i>Refer SCC Clause 26</i>)
36.	Signing of Agreement	Within 28 days from the date of issue of Letter of Acceptance (LOA) (<i>Refer CC Clause 12.5</i>)

2.0 Website <https://etenders.gov.in/e procure/app> may be referred for detailed terms and conditions of the bidding documents, which is available on line. Amendments / Corrigendum / Addendum if any would be hosted on the website only.

3.0 **ELIGIBILITY CRITERIA**

Eligibility of the applicants shall be assessed based on the “**Essential Qualifying Criteria**” as given in Annexure V to “Instruction s to Tenderers”.

4.0 **Accessing of Bid Documents & Fee for participating in the Bidding**

4.1 The complete Bid Document can be viewed / downloaded from the e-Procurement portal i.e. <https://etenders.gov.in/e procure/app> free of cost.

4.2 Help for Contractors, FAQ, Information about DSC and Bidders Manual Kit containing the detailed guidelines for e-Procurement system are also available on Central Public Procurement Portal.

4.3 It is mandatory for all the bidders to have a valid Class-III Digital Signature Certificate (in the name of person having power of attorney to sign the Bid) from any of the licensed Certifying Agency (Bidders can see the list of licensed CA's from the link www.cca.gov.in) to participate in e-Procurement of IRPL.

4.4 It is mandatory for the bidders to get their firm/ company registered with e-procurement portal <https://etenders.gov.in/e procure/app> to have user ID & password. A firm/ company who has registered with the e-Procurement portal as a single entity in the individual capacity can submit the tender either as individual firm/ company or joint venture/ consortium if JV/ consortium is permitted.

4.5 Tender documents will be available online on website <https://etenders.gov.in/e procure/app> as per date mentioned in Key Information Table (KIT) which can be downloaded free of cost. However, to participate in the online bidding process, bidders are required to pay a non-refundable fee of Rs. 20,000/- (Rupees Twenty Thousand Only) towards the cost of one set of tender documents through NEFT or RTGS only in IRPL's bank account no.: 922020009578697, IFSC Code: UTIB0000160 at Axis Bank, Square One, Saket, New Delhi.

5.0 **Instructions to Bidders for Online Bid Submission on the e-Procurement portal <https://etenders.gov.in/eprocure/app>**

Bidders may download and refer the “Instructions for Online Bid Submission” from (<https://etenders.gov.in/eprocure/app;jsessionid=F90A7689A0BF87EF35B88D2CA57C6FD4.cppsugp2?page=StandardBiddingDocuments&service=page>).

6.0 Pre-bid meeting – Not Applicable

The bidder is requested to submit his queries in writing so as to reach this office not later than the “Clarification End Date” mentioned in the Key Information Table (KIT).

7.0 IRPL may issue addendum(s)/ corrigendum(s) to the tender documents. In such case, the addendum(s)/ corrigendum(s) shall be issued and placed on website <https://etenders.gov.in/eprocure/app> at any time before the closing time of tender. The tenderers who have downloaded the tender documents from website must visit the website and ensure that such addendum(s)/ corrigendum(s) (if any) is also downloaded by them. This shall be the responsibility of the prospective registered bidders to keep checking the web site for any such corrigendum/ addendum till the bid submission end date and time, and ensure that bid submitted by them are in accordance with all the corrigendum(s)/ addendum(s). Suitable time extension (not less than 3 days beyond the date of last amendment) for submission of bids will be granted.

8.0 The tender documents shall be submitted online in the prescribed format given on the website and technical bids received online shall be opened as per date mentioned in Key Information Table (KIT) or Corrigendum thereof. No other mode of submission is acceptable. Detailed credentials as per the requirement of eligibility criteria and all tender papers except Bill of Quantities are to be submitted in “Technical Bid”. Bill of Quantities with rates duly filled in along with Proforma for statement of minor deviations (Annexure-IVAA) with price adjustment for each deviation(s) duly filled in are to be submitted in the format provided online in the name of “Financial Bid”. Hence, physical submission of the documents is limited to submission of **original Earnest Money Deposit in the form of Pay Order/ Demand Draft/ Fixed Deposit Receipt/ Bank Guarantee** as per provision given in sub-clause 9.1 of Instructions to Tenderers. Representative of the bidder, who wish to attend in person, may attend the online opening of the bids on the scheduled date and time of Bid opening by IRPL Officials. However, such representatives shall be allowed to attend the opening of the Bids, only, if such person presents the letter of authority issued in his name by the bidder on his letter head.

9.0 Bidders cannot submit the tender after the due date and time of e-bid submission. Time being displayed on Central Public Procurement Portal <https://etenders.gov.in/eprocure/app> (“Server System Clock Time”) shall be final and binding on the bidder. e-Bids are required to be submitted by bidders, only as per the Indian Standard Time (IST) and not the time as per their location/country.

10.0 The bidders are advised to submit their e-bids well before the e-bid submission due date and time. IRPL shall not be responsible for any delay in submission of e-bids for any reason including server and technical problems.

11.0 The Technical and Financial Bid shall be digitally signed by the Authorized Signatory of the bidder & submitted “on-line” only. The authorized signatory of the bidder must be in possession of Power of Attorney before submitting the digitally signed bid. Scanned copies of various documents can be prepared in different file format (PDF, JPEG).

12.0 Tender shall be submitted as per “Instructions to Tenderers” forming a part of the tender document.

13.0 **Any tender received without original Earnest Money in the form as specified in tender documents shall not be considered and shall be summarily rejected.**

14.0 IRPL reserves the right to cancel the tenders before submission/ opening of tenders, postpone the tender submission/ opening date and to accept/ reject any or all tenders without assigning any reasons thereof. IRPL’s assessment of suitability as per eligibility criteria shall be final and binding.

- 15.0 Tenderers may note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. EMD of such tenderer shall be forfeited. The decision of IRPL in this regard shall be final and binding.
- 16.0 IRPL reserves the right to pre-qualify the bidder(s) provisionally based on the documents submitted by them and open financial bid(s), subject to their final verification. In the event of any document being found false, the provisional qualification shall stand withdrawn, and the next lower bidder shall automatically come to the position of such disqualified bidder. Action against such disqualified tenderers shall be taken as per above clause no. 15.0 of Notice Inviting Tender.
- 16.1 The tenderers shall submit affidavit stating that all their statements/ documents submitted along with bid are true and correct. Standard format of affidavit to be submitted by the bidder is enclosed as Annexure-IV. Non submission of above affidavit by the bidder shall result in summarily rejection of his/ their bid.
- 17.0 **The validity of the offer shall be for the period indicated in Key Information Table (KIT) in Para 1.1 of “e-Procurement Notice” after the date of opening (Technical Bid) of the tender.**
- 18.0 **Public procurement (Preference to Make in India), Order 2017**
- 18.1
- 18.1.1 **Class-I Local Vendor-** a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content equal to or more than 50%.
- 18.1.2 **Class-II Local Vendor-** a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content more than 20% but less than 50%.
- (Clarification: Local Vendor does not mean Vendor from a particular state/area.)
- 18.1.3 **Non-Local Vendor-** a supplier or service provider, whose goods, services or works offered for procurement, has minimum local content less than or equal to 20%.
- 18.2 In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local vendor', as defined above, shall be eligible to bid irrespective of purchase value.
- 18.2.1 Only '**Class-I local vendor**' and '**Class-II local vendor**' shall be eligible to bid in procurement of all goods, services or works, and with estimated value of purchases less than ` 200 Crore.
- 18.2.2 In all other domestic tenders, 'Class-I local vendors' and 'Class-II local vendors' can participate in the bidding process.
- 18.2.3 'Class-I local vendors' shall get purchase preference over 'Class-II local vendors'.
- 18.2.4 'Class-II local vendors' will not get any purchase preference.
- 18.2.5 Non local vendors can participate only when global tender is invited. In global tender enquiry, 'Non-local vendors' shall also be eligible to bid along with 'Class-I local vendors' and 'Class-II local vendors'.
- 18.2.6 The bidder(s) offering imported products will fall under the category of Non-local vendors. They can't claim themselves as Class-I local vendors/ Class-II local vendors by claiming the services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as local value addition.
- 18.3 The margin of purchase preference shall be 20%.
- 18.3.1 'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local Vendor may be above the L1 for the purpose of purchase preference.
- 18.4 Bidders (manufacturer or principal of authorised representative) who have a valid/ approved ongoing 'Make in India' agreement/ program and who while meeting "**Essential Qualifying**

Criteria” as given in Annexure-V to “**Instructions to Tenderers**”, would also be considered to be qualified provided:

- i) their foreign ‘Make-in-India’ associates meets “Essential Qualifying Criteria” **as given in Annexure-V to “Instructions to Tenderers”** without exemption, and
 - ii) the Bidder submits appropriate documentary proof for a valid/ approved ongoing ‘Make in India’ agreement/ program.
 - iii) the bidder (manufacturer or principal of authorised representative) furnishes along with the bid a legally enforceable undertaking jointly executed by himself and such foreign Manufacturer for satisfactory manufacture, Supply (and erection, commissioning if applicable) and performance of ‘The Product’ offered including all warranty obligations as per the general and special conditions of contract.
- 18.5 In the procurements of goods or works, which are covered by sub-clause 18.2.1 and 18.2.5 above and which are divisible/ spliltable in nature, the ‘Class-I local vendor’ shall get purchase preference over ‘Class-II local vendor’, as per the following procedure:
- 18.5.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local vendor’, the contract for full quantity will be awarded to L1.
- 18.5.2 If L1 bid is not a ‘Class-I local vendor”, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I local vendors’, will be invited to match the L1 price for the remaining 50% quantity subject to the ‘Class-I local vendor’s quoted price falling within the purchase preference margin of (L1 + 20%), and contract for that quantity shall be awarded to such ‘Class-I local vendor’ subject to matching the L1 price. In case such lowest eligible ‘Class-I local vendor’ fails to match the L1 price or accepts less than the offered quantity, the next higher ‘Class-I local vendor’ within the purchase preference margin of (L1 + 20%) shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on ‘Class-I local vendors, then such balance quantity may also be ordered on the L1 bidder.
- 18.6 In procurements of goods or works, which are covered by sub-clause 18.2.1 and 18.2.5 above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local vendor’ shall get purchase preference over ‘Class-II local vendor’ as well as ‘Non-local vendor’ as per following procedure:
- 18.6.1 Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local vendor, the contract will be awarded to L1.
- 18.6.2 If L1 is not ‘Class-I local vendor’, the lowest bidder among the ‘Class-I local vendors’, will be invited to match the L1 price subject to Class-I local vendor’s quoted price falling within the purchase preference margin of (L1+ 20%), and the contract shall be awarded to such ‘Class-I local vendor’ subject to matching the L1 price.
- 18.6.3 In case such lowest eligible ‘Class-I local vendor’ fails to match the L1 price, the ‘Class-I local vendor’ with the next higher bid within the purchase preference margin of (L1+ 20%) shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local vendor’ within the purchase preference margin of (L1+20%) matches the L1 price, then the contract may be awarded to the L1 bidder.
- 18.7 The ‘Class-I local vendor’ / ‘Class-II local vendor’ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for ‘Class-I local vendor’ / ‘Class-II local vendor’, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- 18.8 In cases of procurement for a value in excess of ` 10 Crores, the ‘Class-I local vendor’ / ‘Class-II local vendor’ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplies other than companies) giving the percentage of local content.

- 18.9 A vendor who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.
- 18.10 Entities of countries which have been identified by the Nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that Ministry/ Department shall not be allowed to participate in procurement for all items related to the nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation. The term entity of a country shall have the same meaning as in the FDI policy of DPIIT as amended from time to time.
- 19.0 **Purchase Preference Policy for Micro and Small Enterprises (MSEs) Registered Firms:**
- 19.1 Purchase Preference to Micro and Small Enterprises (MSEs) as admissible under Government's existing policy on the date of acceptance of tender shall be applicable to Micro and Small Enterprises (MSEs) registered under Udyam Registration under the Ministry of MSME, with effect from 01.07.2020. MSEs registered under Udyog Aadhaar Memorandum (UAM), validity of which is till 31.03.2022, are also eligible to avail the benefits under the Policy.
- 19.2 The tenderer(s) shall submit photocopy of current and valid MSEs registration certificate inclusive of all the pages showing the category of entrepreneur – whether the registered firm is owned by General or SC/ST or women entrepreneurs to avail the benefits under the policy.
- 19.3 Such MSE registered firms shall be exempted from payment of tender document cost and payment of Earnest Money Deposit. There will be no exemption on Security Deposit/ Performance Bank Guarantee under the policy.
- 19.4 Definition of MSEs owned by SC / ST is as given below:
- 19.4.1 In case of proprietary MSE, proprietor(s) shall be SC/ST.
- 19.4.2 In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- 19.4.3 In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- 19.5 All bidders registered under Micro and Small Enterprises (MSEs) shall have to satisfy the eligibility criteria at par with other bidders. There shall not be any relaxation in eligibility criteria/ tender process or other tender requirements and L1 price.
- 19.6 Price matching facility for procurement from MSEs over Non-MSEs: -
- i) Price quotation in tenders: In tender, participating Micro and Small Enterprises, quoting price within price band of L1+15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such MSE shall be allowed to supply up to 25 per cent of total tender value.
 - ii) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
 - iii) IRPL may split the total quantity of 25% proportionately amongst those MSEs firms whose rate fall within price band of L1 + 15% in case of more than one MSEs firms falling within this purview. While splitting the quantity amongst MSEs firms the first preference for 4% percent out of 25% shall be given to MSEs owned by Scheduled Castes or Scheduled Tribes and 3% out of 25% shall be given to MSEs owned by women entrepreneur. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will also be met from other MSEs.
 - iv) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band of L1+15% may be awarded for full/ complete supply of total tendered value to MSE matching the L1 Price.

- v) The total quantity shall be offered to non-MSE lowest valid bidder, in case suitable offer of MSEs firm is not available or they do not agree to match the price to that of L1 bidder and the quoted price by MSEs is beyond +15% of the lowest valid price bid.

For & on behalf of
IRCON RENEWABLE POWER LIMITED

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