

NOTICE INVITING e-TENDER

Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> in **TWO** bid system for the work as detailed below from Empanelled parties for the works specified as stated hereunder.

1.	TENDER NO.	:	SRCC/LT/002/KASO/2023-24
2.	e-TENDER ID	:	2023_SROTN_164878_1
3.	NAME OF WORK	:	DESIGN, ENGINEERING, SUPPLY, PACKING & FORWARDING, TRANSPORTATION, UNLOADING, STORAGE, INSTALLATION, TESTING, COMMISSIONING AND FREE OPERATION & MAINTENANCE FOR 1 YEAR OF 100 KWP ROOF TOP SOLAR PV PLANT WITH NET METERING AT IOCL GULBURGA DEPOT, KARNATAKA WITH ITS FURTHER COMPREHENSIVE O&M FOR 4 YEARS
4.	LOCATION OF WORK	:	INDIAN OIL CORPORATION LIMITED, GULBURGA DEPOT, KIADB INDUSTRIAL LAYOUT, ROAD NO 7 NANDUR-K, KALABURAGI-585228 IOCL GSTIN(KARNATAKA): 29AAACI1681G1ZL
5.	ESTIMATED VALUE OF WORK	:	Rs. 61,66,295.24/- (Exclusive of GST) Rs. 69,61,323.13/- (Inclusive of GST)
6.	NO. OF PARTIES REQUIRED	:	ONE
7.	TENDER FEE	:	NIL Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.nic.in)
8.	EARNEST MONEY DEPOSIT (EMD)	:	Rs 69,614/- (Rs. Sixty Nine Thousand Six Hundred and Fourteen Only) EMD should be deposited as detailed below : <ul style="list-style-type: none">➤ Online EMD payment through Net Banking or NEFT/RTGS➤ Bank Guarantee as an instrument towards Earnest money deposit shall not be accepted. For detail about process of payment of online EMD,

		<p>bidders shall refer “ Special Instructions to the Bidder (SITB) ” and “ FAQs - Online EMD Facility in IOCL e-Tendering ” documents attached separately along with the tender.</p> <p>Offline EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer shall not be accepted.</p> <p>Exemption from submission of EMD:</p> <p>a. Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises(MSE) Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender . Bidders who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.</p> <ul style="list-style-type: none"> i. District Industries Centre(DIC) ii. Khadi and Village Industries Commission (KVIC) iii. Khadi and Village Industries Board iv. Coir Board v. National Small Industries Corporation(NSIC) vi. Directorate of Handicraft and Handloom vii. Udyog Aadhar Memorandum (UAM) viii. Any other body specified by Ministry of MSME <p>Note: Against UAM, copy of acknowledgement generated online shall be acceptable.</p> <p>b. PSUs (Central & State) and JVs of IOCL. are exempted from submission of EMD.</p> <p>A copy of the EMD instrument or exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.</p> <p>Tenderers not paying EMD or not uploading valid</p>
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9.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:		
	STARTS ON	:	07-04-2023 @1500 hrs
	ENDS ON	:	15-04-2023 @ 1500 hrs
10.	PRE BID MEETING	:	Not applicable
11.	SUBMISSION OF TENDER INTO e-TENDER PORTAL:		
	STARTS ON	:	07-04-2023 @1500 hrs
	ENDS ON	:	15-04-2023 @ 1500 hrs
12.	DUE DATE FOR OPENING OF TENDER:		
	OPENING OF TENDER	:	17-04-2023 @ 1100 hrs
13.	TENDER VALIDITY	:	4 months from the date of Technical Bid opening. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
14.	WORK COMPLETION TIME	:	<p>Part A: 16 months (4 months for project commissioning + 12 months of inclusive O&M) starting from the date of handing over of site, which will be taken as 10th day from the date of LOA or the actual date of handing over of site whichever is earlier, failing which price adjustment shall be applicable as mentioned below:</p> <p>In partial modification of clause 4.4.0.0 of GCC, Price adjustment for delay in completion shall be deducted at applicable percentage from RA Bills, on cumulative value of works done up to the concerned RA Bill. However, in case of abandonment of site/termination, price adjustment for delay shall be applied in line with GCC clause 7.0.9.0 on total contract value as specified in Acceptance of tender.</p> <p>Part B (Comprehensive O&M): 48 months from date of completion of Part-A</p>
15.	MODE OF TENDER SUBMISSION	:	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.
16.	TENDER INVITING AUTHORITY	:	Name : Karni Gautam Designation : Asst. Manager (Contracts) Contact No. : 044-28339169 Email-ID : gautamk1@indianoil.in
17.	<p>Security Deposit:</p> <ul style="list-style-type: none"> As per Section 2, clause 2.1.1.0 of the GCC, the successful tenderer shall pay security deposit OR initial security deposit up on placement of work order. <u>For Part A of the SOR:</u> <p><u>In case of INITIAL SECURITY DEPOSIT:</u></p> <ul style="list-style-type: none"> In partial modification of Clause 2.1.0.0 & Clause 4.4.0.0 of the General Conditions of Contract, the successful tenderer within 10 days of receipt of acceptance of tender/LOA issued by owner shall deposit initial security deposit in an amount equal to 2.5% (Two & a half percent) of the total work order value(Excluding GST) in any of the following modes: <ul style="list-style-type: none"> Online: Tenderer may use the link “https://epayone.indianoil.in/home” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option” By Bank Guarantee(s) (BG) in the prescribed form, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only). Balance security deposit will be recovered at the rate of 10% of gross certified value of Work from incoming running bills till such time entire security deposit (10% of contract value, excluding GST) is recovered. <p><u>In case of FULL SECURITY DEPOSIT:</u></p> <p><u>Either by Net Banking / NEFT / RTGS or BANK GUARANTEE (BG Only if the quantum of security deposit is in excess of Rs. 1,00,000/-):</u></p> <ul style="list-style-type: none"> In case of BG, entire amount of security deposit (worked out on the basis of 10% of work order value excluding GST) should be covered by BG as per the format issued by the Corporation and should be 		

submitted prior to commencement of work. The BG will be valid for a period of 3 months beyond the end of free O&M period of 12 months from the date of successful completion of works as per contract i.e. BG towards SD should be initially valid for a period of 19 months [4 months for project commissioning time +12 months free O&M period + 3 months]. This BG shall be submitted directly by the bankers under their covering letter to the office of the Corporation in a sealed cover.

- The SD in the form of BG will be held for a period of 12 months from the date of successful completion of works as per contract for the work under Part-A.
- In partial modification to clause 5.4.1.0 of GCC, the defect liability period for the works (including the materials incorporated therein within the Contractor's scope of supply) shall be 12 (twelve) months from the date of project commissioning as defined in **Clause 20**.
- The security deposit amount collected as per the terms shall be released after a period of 12 months from the date of completion of works subject to the relevant clauses of the GCC. The SD shall not carry any interest.
- In case the tenderer does not accept the work order and complete the formalities of work order acceptance along with submission of Security deposit within stipulated time of 10 days then, Corporation shall reserve the right to cancel the work order awarded.

(ii) For Part B of the SOR: Operations & Maintenance (O&M)

Successful bidder is required to submit security deposit @ 2.5% of the executed value under Part A before the start of the O&M Period. BG, if applicable, towards Security Deposit for O&M shall be valid in the first instance for a period of not less than 15 (fifteen) months. The Bank Guarantee shall be renewed every year during the O&M period.

18. Evaluation Criteria:

1. Upon receipt of the bids, the documents submitted by all the bidders shall be scrutinized with respect to submission of EMD as per NIT, other necessary documents, acceptance to all terms & conditions as per the tender. The offers shall be scrutinized only on the basis of the uploaded documents in e-tender portal. Price bids of only those parties who satisfy the above mentioned requirements will be opened.
2. After opening of price bids, the tenderer with the lowest price (price bid BoQ basic cost after discount (-) or premium (+) or At Par over the estimate value + applicable GST) shall be considered as L1 bidder for the purpose of

	<p>award of work with or without negotiations.</p> <ol style="list-style-type: none"> 3. In case of tie between two or more bidders due to identical rates received at L-1 position, then 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 along with the turn over documents and also bidders shall be advised to witness the opening of sealed envelopes. 4. In case there is a tie again due to identical discount bids, the bidder with the highest annual turnover worked out to three decimal points in any of the last three years (FY 2020-21, 2021-22 & 2022-23) as submitted against Turnover documents in sealed envelope shall be considered as L1 bidder. In the event of bidder submitting turnover documents for only one or two years, L1 shall be decided on the basis of turnovers submitted. 5. For the purpose of highest annual Turnover, the audited balance sheet/profit and loss statements of the last three Financial Years (FY 2020-21, 2021-22 & 2022-23) shall be considered. In the absence of / non submission of balance sheet and profit and loss statements (turnover) for any particular year, the turnover shall be taken as 'ZERO' while considering the highest turnover worked out to three decimal points in any of the last three years. 6. In case of Non availability of Annual Turnover for the FY 2022-23, the Annual Turnover for the FY 2019-20 shall be considered for evaluation. 7. Provisional statement will not be considered. Un-audited balance sheet / profit and loss statements will not be considered. 8. Financial turnover calculated for the calendar year will also be considered for the applicable parties, if any. 9. The Tenderers must note that the rate in terms of percentage must be submitted limited to 2 decimal places. In case the rate in terms of percentage is quoted to more than 2 decimal places, then the offer shall be worked out to the first 2 decimal places without rounding off. 10. For execution of the subject work, (1) One contractor will be selected. 11. "Negotiations will not be conducted with the bidders as a matter of routine. However, the Corporation reserves the right to conduct negotiations". 12. No price or purchase preference shall be provided to MSEs, Startups, NSIC, PSUs (State & Central) & JVs of IOCL, since the subject works is a work contract.
<p>19.</p>	<p>Other Important Points:</p> <ol style="list-style-type: none"> 1. The tenders will be summarily rejected if requisite EMD is not paid or exemption document is not uploaded whichever is applicable as per NIT is not

uploaded on e-tendering portal as mentioned in NIT.

2. The bid of the party will also be rejected on the following grounds:
 - i. Tenderer not submitting other commercial criteria documents as per NIT.
 - ii. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
 - 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.
 - iv. Tenderer submitting fabricated/ false/ forged documents for the tender.
 - v. Tenderer put on holiday list during the pendency of this tender.
3. 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.

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.
4. Legal dispute, if any, arising during the evaluation of the tender up to LOA stage shall be within the jurisdiction of local courts situated at **Chennai** and after placement of LOA, the jurisdiction of local courts at **Bangalore** will be applicable.
5. IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.
6. Please visit our website <https://iocletenders.nic.in> for further details of this tender.
7. 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
8. Physical/ Manual Bids shall not be accepted. Bids shall be accepted only through E- Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall also be ignored

for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority. You may please note that since this is an e-Tender, tender documents can only be downloaded and bidding documents can only be submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender.

9. IOCL reserves the right of cancellation of the tender without assigning any reasons whatsoever.
10. No suo moto reduction in prices quoted by the bidder shall be permitted after opening of the bids. If any bidder unilaterally reduces the prices quoted by them after opening of bids, the bid of such bidder will be summarily rejected.
11. Corporation reserves the right to reserve/ extend any date/ time from scheduled timelines of published tender.
12. All parties are requested to start the submission process at least 4 hours prior to the submission end date to avoid problem in submitting documents due to last minute rush.
13. Tenderers must note that Indian Oil will not be responsible for delay in submission of online tender.
14. Tenderers must also note that before the bid is uploaded, the bid comprising of BOQ excel sheet and an undertaking for acceptance of all terms and conditions of tender including all corrigendum/addendum issued to be uploaded as token of their acceptance of all terms and conditions of tender. Undertaking to be submitted as per attached format on letterhead in cover one with description as "Undertaking by the tenderer" uploaded in E-Tendering portal.
15. For execution of the subject work, (1) One contractor will be selected.

16. 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.

17. 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 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.

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.

Bidders are advised not to use Information Rights Management (IRM) feature on BoQ and any other excel file submitted during bidding process. IOCL shall not be responsible for any consequential result due to same

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

General Manager (Contract Cell), SR