

 IndianOil	E-Tender No: LPG/JSGBP/2024-25/LT-4
	Supply, Installation and Commissioning of On-grid Solar Inverter 125KWp at Jharsuguda BP

ANNEXURE - 1

NOTICE INVITING E-TENDER

Indian Oil Corporation Limited (Marketing Division), LPG BOTTLING PLANT, Panchpada, Jharsuguda, Odisha invites Limited Tender in **Two-Bid system** (Part A: Technical-Bid with Commercial Terms and Part B: Price-Bid) from Approved Party for award of contract for "Supply, Installation and Commissioning of On-grid Solar Inverter 125KWp at Jharsuguda BP".

Tenderers are advised to download Notice Inviting Tender along with other tender documents from the e-tendering portal <https://iocletenders.nic.in/>. While the tender shall be submitted online in soft copy on our e-tendering portal, tenderers must also note that before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures.

Any addendum/Corrigendum /sale date extension in respect of above tender shall be issued on our website: <https://iocletenders.nic.in/> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep them updated.

1.	E-Tender No.	:	LPG/JSGBP/2024-25/LT-4
2.	E-Tender ID	:	As per e-Tender portal https://iocletenders.nic.in
3.	NAME OF WORK	:	Supply, Installation and Commissioning of On-grid Solar Inverter 125KWp at Jharsuguda BP.
4.	LOCATION OF WORK	:	Indian Oil Corporation Ltd. (MD), Jharsuguda Bottling Plant, Panchpada, Near OMP Check Gate, Jharsuguda - 768204, Odisha. IOCL GSTIN: 21AAACI1681G1Z1 (Odisha)
5.	NUMBER OF CONTRACTORS REQUIRED	:	01 (Tender can't be Split & Work order will be awarded to Single Party)
6.	ESTIMATED VALUE OF WORK	:	₹ 4,61,316.48 /- (Exclusive of GST) ₹ 5,44,353.00 /- (Inclusive of GST @18%) SAC Code- 9987
7.	TENDER FEE	:	NIL Bidders are required to download the tender documents free of cost from IOCL e-Tender website (https://iocletenders.nic.in)



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8.	EARNEST MONEY DEPOSIT	:	<p>Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, bidder shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD as per the standard format attached.(Annexure-L)</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>
9	Security Deposit	:	<p>Successful bidder shall have to submit Performance Security deposit within 15 days after issuance of Letter of Acceptance. Security deposit shall be 10% of total contract value excluding GST (there shall not be any upper ceiling for security deposit amount) unless otherwise agreed to in the agreed variations. The total Security Deposit will be on the value of the work executed and not on the value of the work order. It can be given in any one of the following mode:</p> <ol style="list-style-type: none"> <u>Initial SD</u>: Out of total security deposit, 2.5% shall be paid by electronic mode of payments like <ul style="list-style-type: none"> E-Pay One Bank Guarantee will be accepted if SD amount is not less than Rs.1,00,000 (Rupees One Lakh only). Immediately on acceptance of LOI / LOA and execution of work, the balance 2.5% of the security deposit shall be recovered from the R/A bill till the total amount of the security deposit is recovered. <u>Entire SD</u> amount may be paid by the above Pay mode. <p>The security deposit will be released after 12 months from the date of completion of work provided no defects are noticed in the work during this period. No interest will be allowed on security deposit.</p>
10.	TENDER DOWNLOAD PERIOD FROM E-TENDER PORTAL:		
	a) Starts on	:	As per e-Tender portal https://iocletenders.nic.in
	b) Ends on	:	As per e-Tender portal https://iocletenders.nic.in
11.	PRE BID MEETING	:	<p>The following Clause has been incorporated in Technical Bid: "Bidders are advised that no pre-bid meeting shall take place in person. All bidders intending to raise queries shall do so either through e-mail to the contact person or through the seek clarification option on e-tender portal, before the due</p>

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			<p>date & time of pre-bid meeting.</p> <p>Bidders may visit the Indane Bottling Plant Jharsuguda to have the complete idea/ information pertaining to the entire scope of works before the Pre-Bid meeting. Bidders need to provide the list of clarifications required, if any, along with Para/clause no. of the tender document, before the pre-bid meeting. Bidders may also note that after the clarifications are given against the points raised before Pre Bid Meeting, no further deviation shall be permitted and such clarifications shall be binding on all the bidders."</p>
12.	SUBMISSION OF TENDER IN E-TENDER PORTAL:		
	a) Starts on	:	As per e-Tender portal https://iocletenders.nic.in
	b) Ends on	:	As per e-Tender portal https://iocletenders.nic.in
13.	Opening of Tender (Technical Bid Only)		As per e-Tender portal https://iocletenders.nic.in
	Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.		
14.	TENDER VALIDITY	:	Offer shall be valid for 120 Days 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.
15.	WORK COMPLETION TIME	:	The Work completion period for the subject work is 3 months from Data of Issuance of LOI.
16.	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.
17.	Purchase Preference		Purchase Preference is NOT applicable for this Tender.
18.	Escalation/De-Escalation		Not Applicable
19.	Contact Person (Tender stage)	:	<p>Name: Amit Kumar Tripathy</p> <p>Designation: DGM(Plant), Jharsuguda BP</p>

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		Contact No.: 7506448634 E-mail ID: aktripathy@indianoil.in Name: Rahul Dewangan Designation: Manager (LPG-Safety), Jharsuguda BP Contact No.: 7828842315 E-mail ID: dewanganr@indianoil.in
20.	Contact Person (Execution stage)	Name: Rahul Dewangan Designation: Manager (LPG-Safety), Jharsuguda BP Contact No.: 7828842315 E-mail ID: dewanganr@indianoil.in
21.	Documents to be submitted along-with signed and stamped technical bid in the portal	1. EMD or EMD exemption document bidder's Letterhead. 2. Undertaking for acceptance of Tender terms and conditions on bidder's Letterhead. 3. Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/ Liquidation on bidder's Letterhead. 4. Compliance certificate for bidder about land border sharing with India on bidder's Letterhead. 5. Duly filled Price Bid.

22. **EVALUATION OF TENDER:**

The procedure for evaluation of tenders shall be as follows:

1. The techno-commercial bid shall be scrutinized and evaluated based on the qualifying parameters mentioned above and based on the uploaded documents in e-tender portal. To assist in the scrutiny, IOCL may at their discretion request clarifications on the bid from the bidder including submission of additional supporting documents/clarifications.
2. 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.
3. 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 or as informed by Tender Issuing Authority for negotiations/clarifications at their own cost as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.
4. In case a bidder is put on holiday / Black listed after opening of price bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for

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issue of order even if the party is the lowest (L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.

23. OTHER POINTS:

The Bidder will be rejected on the following grounds:

1. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
2. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the tender / bid 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.
3. Tenderer submitting fabricated/ false/ forged documents for the tender.
4. Tenderer put on holiday list during the pendency of this tender.

Invalid Tenders:

A Tender is invalid and may be rejected in the following circumstances:

- a) Submits the tender after due date and time
- b) Is holiday listed or blacklisted
- c) Use of White / erasing fluid in Rates for physical bids
- d) Does not submit complete price bid in line with bid requirements

Tender is also liable for rejection, if the tenderer:

- a) Stipulates the validity period less than what is stated in the Tender Form. However, if the Party agrees to extend the validity as required, the tender can be accepted.
- b) Stipulates his own conditions.
- c) if the tenders are partly quoted
- d) if the tenders contain unacceptable terms and conditions
- e) if the tender is not according to our format
- f) In case of suo Moto reduction in the prices offered by the tenderer.
- g) Revised price bid during validity period without being asked for.

Note to Bidders:

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 - Bhubaneswar
 - For disputes during execution - Jharsuguda
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:

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1. Special Instructions to bidders for participating in e-tendering
2. FAQ's –online EMD facility in IOCL e-tendering and
3. Format for Acceptance of Tender Terms and Conditions

• **Instruction to Bidder/STC:**

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.

• **Instruction to Bidder/STC:**

1. Tenderers 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

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transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

2. 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.

• **Clause with respect to countries with land border with India:**

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
2. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
3. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
4. However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.
5. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
6. Bidder from a country which shares a land border with India for the purpose of this Order means:
 - I. Any entity incorporated, established or registered in such a country; or
 - II. A subsidiary of an entity incorporated, established or registered in such a country; or
 - III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - IV. An entity whose "beneficial owner" is situated in such a country; or
 - V. An Indian (or other) agent of such an entity; or
 - VI. A natural person who is a citizen of such a country; or
 - VII. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
7. "Beneficial Owner" in the above paragraph will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

 - a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company;

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- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
8. "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.
9. **The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.**
10. Bidders shall submit a certificate as attached regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

• **Clause: Planning and Designing in purview of Vulnerability Atlas of India:**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.



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It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55,50,47,44,39 & 33 m/s)
- iii) Area liable to floods and Probable max. surge height
- iv) Thunderstorm's history
- v) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Portable Max. Precipitation.

- **Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.**
- If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract required for the performance of the contract or otherwise withdraws from the procurement, the Procuring Entity shall re-tender the case.
- Note: It is to be noted that for availing purchase preference, bidders must update the necessary details in their profile in My Accounts Menu in the e-tender (NIC) portal. Bidders who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories.

Further bidders who do not claim preferential benefit at the designated section of e-tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference.

It is reiterated that only preferential bidders (PP- MII (Class I) quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference as explained above.

- **There are 03 Parts of the Tender Document: Part A, Part B and Price Bid.**
- **In case of any deviation/ variance/ conflict between Part A and Part B, the Clause mentioned in Part A shall prevail.**
- **Part B contains certain superfluous/ additional Clauses with respect to Part A which are not relevant to the subject Tender and hence they may be ignored.**
- **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.**



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Thanking You,

Yours faithfully,
For Indian Oil Corporation Limited (M.D.),

Dy. General Manager (P)
Jharsuguda Bottling Plant, Odisha