

NOTICE INVITING TENDER

(e-tendering)

SUB : Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 2.75 MWp Grid Interactive Ground Mounted Solar Power Project at Indian Oil LPG Bottling Plant, Trichy, Tamil Nadu with its further Comprehensive O&M for 4 Years.

Tender No.: **TNSO/LPG-E/LT-02/2020-21 (E-Tender ID: 2020_SROTN_123434_1)**

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 137th position in the year 2018.
2. Presently, IOCL proposes to set up a 2.75 MWp Grid Connected Ground Mounted Solar Photovoltaic (SPV) Plant at Indian Oil LPG Bottling Plant, Trichy, Tamil Nadu for captive consumption at multiple IOCL locations across Tamil Nadu through Open Access Agreement and Energy Wheeling Agreement. The project shall be done through an Engineering, Procurement and Construction (EPC) Contractor on LSTK basis.
3. IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors of Category-III through competitive bidding in two-bid system (i.e. PART-I : Techno-Commercial Bid and PART-II : Price Bid) for the brief Scope of Work mentioned hereinafter.

4. Brief Scope of work

- 2.1 Part-A: Engineering, Procurement and Construction (EPC) of 2.75 MWp Grid Connected Captive Solar PV (SPV) Plant with approx. **1000 m 11 KV** underground power evacuation infrastructure inside IOCL Plant and subsequent approx. **3.5 Km 11 KV** overhead power evacuation infrastructure & related equipments on turnkey basis on the premises of Indian Oil's LPG Bottling Plant, Trichy, Tamil Nadu inclusive of Comprehensive O&M of the SPV Plant and power evacuation infrastructure for a period of one year from the date of successful project commissioning.
- 2.2 Part-B : Operation & Maintenance of plant and power evacuation infrastructure for a further period of 4 years from the date of completion of work 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.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.
6. **BRIEF DETAILS OF THE TENDER:**

1	Tender ID	2020_SROTN_117034_1
2	Tender Reference No.	TNSO/LPG-E/LT-02/2020-21
3	Type of Tender	Limited Tender
4	Tender/Item Description	Engineering, Procurement, Construction (EPC) inclusive of 1-Year Comprehensive Operation & Maintenance (O&M) of 2.75 MWp Grid Interactive Ground Mounted Solar Power Project at Indian Oil LPG Bottling Plant, Trichy, Tamil Nadu with its further Comprehensive O&M for 4 Years.
5	Location of Work	IOCL LPG Bottling Plant, Trichy, Inamkulathur, Dist. Thiruchirapalli, PIN- 621303.
6	Tender Fee	Nil
7	Earnest Money Deposit	INR 9,60,000/-
8	Completion Time Part- A	21 months (9 months for project commissioning + 12 months of 1-Year Inclusive O&M) from date of handing over of site.
9	Completion Time Part- B	48 months from date of completion of Part-A
10	Contact Person Details	Shri R. Balasubramaniam, Deputy General Manager (Plant) Phone: 9444401218 e-mail : rbalasubramaniam@Indian Oil.in
11	Integrity Pact	Applicable
12	Other Points	
A	Bid Validity	04 (Four) months from date of bid opening.
B	MSME Preference	Not applicable
C	Reverse Auction	Applicable
13 (a)	Tender download start date	10.09.2020 @ 10:00 HRS
(b)	Tender download close date	22.09.2020 @ 15:00 HRS
14	Pre-bid meeting	15.09.2020 @ 11:00 HRS Through webinar. Zoom meeting ID: 897 9087 7641 Password: 739204
15 (a)	Bid submission start date – online only	18.09.2020 @ 10:00 HRS
(b)	Bid submission end date – online only	22.09.2020 @ 15:00 HRS

(c)	Bid opening date (technical/commercial bid only)	23.09.2020 @ 15:00 HRS
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7.0 BRIEF TERMS AND CONDITIONS

- 7.1 The subject tender is an e-tender & can be downloaded from IOCL website, <https://iocletenders.nic.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.
- 7.2 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. Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.
- 7.3 The Bidder shall furnish all necessary documents for the bidding entity along with their offer.
- 7.4 Any bidder who has downloaded the tender document from IOCL website shall not construe the same as his qualification for the tendered work.
- 7.5 Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- 7.6 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.
- 7.7 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.
- 7.8 Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- 7.9 Fax/ E-mail / Hard Copy of bids shall not be accepted.
- 7.10 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.
- 7.11 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.
- 7.12 The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- 7.13 In order to offer bidders reasonable time in which to take the amendment in consideration in preparing their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.

- 7.14 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.
- 7.15 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.
- 7.16 IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- 7.17 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.
- 7.18 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.
- 7.19 Any legal dispute shall be within the jurisdiction of court at Chennai.

<u>TAXATION</u>	
	DEFINITIONS
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	GENERAL
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account. Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities

	under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.
4	Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.
5	<p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor to provide the GSTIN number from where the supply is proposed to be under taken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>
6	The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issues credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
7	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
8	The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.
9	In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL

	would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
10	In case the contractor is opting for Composition Scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
11	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
15	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST/SGST/UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL, tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST/SGST/UTGST/IGST Act, 2017 shall be issued by IOCL.
16	CUSTOM DUTY (These clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender
16.1	Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and Secondary and Higher Secondary Cess.
16.2	The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents. (i) Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties. (ii) Bill of lading/Airway Bill. (iii) Package wise packing list. (iv) Certificate of origin and other relevant documents relating to the identification of the materials. (v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.
16.3	The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for

	import and or/clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any other charges and losses, if any in this regard.
16.4	The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.
16.5	IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/ equipment from Customs. However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.
16.6	IOCL will not bear liability towards payment of safeguard duty, Anti-Dumping duty, Protective Duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.
16.7	All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.
16.8	The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to IOCL. In case the contractor does not issue credit note to IOCL, in such case, IOCL would be constrained to recover the amount along with interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills or payments to the Contractor.
16.9	The input tax credit available to IOCL will be reduced to arrive at the net Landed cost in the hand of IOCL for evaluating the Bids.
16.10	In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder.
16.11	The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid.
17	ROAD PERMIT /WAY BILL
17.1	IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.

17.2	IOCL shall on no account be responsible for delay or hold up due to the timely non-availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called on demand to avoid any delay or Hold up.
18	WORKS CONTRACT / COMPOSITE SUPPLY / MIXED SUPPLY
18.1	<p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p> <p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of Job read with the legal provision.</p> <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located.</p>
18.2	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.
18.3	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to VAT reimbursed by IOCL on materials sold to IOCL
18.4	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
19	INCOME TAX
	<p><u>Resident Bidders:</u></p> <p>a) The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.</p> <p>b) Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income Tax Act, 1961 the same will be deducted from the Invoices raised and TDS</p>

Certificate as per provision of the Income Tax Act and Rules shall be issued to the contractor.

- c) PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.

Non Resident Bidder:

- a) Notwithstanding anything mentioned in the contract, Letter of Acceptance, BID Documents or any correspondences, following clauses shall be applicable with respect to Indian Income Tax including withholding tax.
- b) The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or outside India.
- c) Any payment to non-resident or its permanent establishment (PE) in India which is chargeable to tax in India attracts withholding tax in India under Income Tax Act, 1961 shall be subject to provisions of Double Taxation Avoidance Agreement (DTAA) wherever applicable, for withholding tax purposes only.
- d) Contractor shall not include withholding tax / tax deductible at source in its quoted price. Withholding tax as applicable as per Indian Income Tax Act read with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.
- e) Notwithstanding Clause “3” above, where Contractor intends to obtain a Certificate of Lower or NIL Withholding Tax/Tax deductible at source in terms of provisions of Indian Income Tax Act, 1961 and rules made thereunder, Withholding tax/Tax deductible at source will be deducted from amount payable under the contract as per Certificate issued by tax authorities under Income Tax Act, 1961 and rules made thereunder.
- f) In all cases whether Withholding tax/Tax deductible at source is borne by IOCL as described in Clause “4” above or deducted from amount payable as per contract as described in Clause “5” above, Certificate of Withholding tax/Tax deducted at source will be provided by IOCL enabling contractor to claim credit of the same in their country of residence.
- g) To facilitate benefits of DTAA, Contractor shall provide copy of:
- (i) Tax Residence Certificate (TRC),
 - (ii) Form 10F as described in Rule 21AB of Income Tax Rules, 1962,
 - (iii) NO PERMANENT ESTABLISHMENT CERTIFICATE (NO PE) as may be required,
 - (iv) Permanent Account Number (PAN), if available or
 - (v) Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962.

Any other document(s) which might be required to enable IOCL to apply Lower OR NIL rate of withholding tax.

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