

NOTICE INVITING TENDER

Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> under single bid systems.

| # | DESCRIPTION | DETAILS | | | |
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| 1 | TENDER NUMBER | WRCC/2021-22/LT/297 | | | |
| 2. | NAME OF THE WORK | Engineering, Procurement, Construction of proposed 50 KWp On Grid Roof Mounted Captive Solar Power Plant with its Comprehensive Operation & Maintenance under AMC for further 5 Years at Indore TL and Jabalpur DP under Madhya Pradesh State Office. (ON LOT BASIS) | | | |
| | | S.No. | LOT No. | Name of Work/ Project | Location |
| | | 1 | LOT-1 | Provision of additional 50Kwp Solar PV Plant with 5yrs CAMC | Indore TL |
| | | 2 | LOT-2 | Provision of additional 50Kwp Solar PV Plant with 5yrs CAMC | Jabalpur DP |
| 3. | NAME OF LOCATIONS | <ul style="list-style-type: none">• Indore TL: Indian Oil Corporation Limited, AB Road, Mangliagaon, Indore (Tel No: 0731-2806701)• Jabalpur Depot : Indian Oil Corporation Limited,NH-12 , Bhitoni,PO Shahpura , Distt Jabalpur(MP) | | | |

| | | GST Details of IOCL are as below: <table><tr><td>State - GST Number</td><td>IOC PAN</td></tr><tr><td>Madhya Pradesh - 23AAACI1681G1ZX</td><td>AAACI1681G</td></tr></table> <p>Contractor will be required to submit GST Compliant Invoices with HSN (Harmonized System of Nomenclature i.e. Excise classification)/SAC codes (Service Accounting Code) duly complying with the requirement of place of supply and other requisite details.</p> <p>Note: For compliance of the statute, bidders are advised to refer GST law and Rules being framed there under from time to time.</p> | | | | State - GST Number | IOC PAN | Madhya Pradesh - 23AAACI1681G1ZX | AAACI1681G | | | | | | | | | | | | | | | | | | | | | | | | |
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| State - GST Number | IOC PAN | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Madhya Pradesh - 23AAACI1681G1ZX | AAACI1681G | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. | TYPE OF TENDER | Electronic Bid under single Bid System | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. | ESTIMATED VALUE OF WORK | <table><tr><th>Sr. No.</th><th>Name of the Location</th><th>Technical Estimated Amt Incl. GST @(12% on supply & 18% instl.) (Rs.)</th><th>Completion Period</th></tr><tr><td colspan="4">LOT-1</td></tr><tr><td>1</td><td>INDORE TL</td><td>41,15,283.62</td><td>10 Weeks</td></tr><tr><td></td><td>TOTAL FOR LOT-1</td><td>41,15,283.62</td><td>Plus 10 days mobilization period for each Lot</td></tr><tr><td colspan="4">LOT-2</td></tr><tr><td>1</td><td>JABALPUR DP</td><td>41,15,283.62</td><td>10 Weeks</td></tr><tr><td></td><td>TOTAL FOR LOT-</td><td>41,15,283.62</td><td>Plus 10 days</td></tr></table> | Sr. No. | Name of the Location | Technical Estimated Amt Incl. GST @(12% on supply & 18% instl.) (Rs.) | Completion Period | LOT-1 | | | | 1 | INDORE TL | 41,15,283.62 | 10 Weeks | | TOTAL FOR LOT-1 | 41,15,283.62 | Plus 10 days mobilization period for each Lot | LOT-2 | | | | 1 | JABALPUR DP | 41,15,283.62 | 10 Weeks | | TOTAL FOR LOT- | 41,15,283.62 | Plus 10 days | | | |
| Sr. No. | Name of the Location | Technical Estimated Amt Incl. GST @(12% on supply & 18% instl.) (Rs.) | Completion Period | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOT-1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | INDORE TL | 41,15,283.62 | 10 Weeks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL FOR LOT-1 | 41,15,283.62 | Plus 10 days mobilization period for each Lot | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| LOT-2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | JABALPUR DP | 41,15,283.62 | 10 Weeks | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | TOTAL FOR LOT- | 41,15,283.62 | Plus 10 days | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| | | <table><tr><td></td><td>2</td><td></td><td>mobilization period for each Lot</td></tr><tr><td colspan="2">Grand Total (LOT-1 + LOT-2)</td><td>Rs. 82,30,567.24</td><td></td></tr></table> | | 2 | | mobilization period for each Lot | Grand Total (LOT-1 + LOT-2) | | Rs. 82,30,567.24 | |
| | 2 | | mobilization period for each Lot | | | | | | | |
| Grand Total (LOT-1 + LOT-2) | | Rs. 82,30,567.24 | | | | | | | | |
| | | <div></div> <p>The applicable GST shall be paid extra as per actual at the time of billing.</p> <p>The above projected estimated cost (excluding GST) is tentative & may increase or decrease during execution/contract period.</p> | | | | | | | | |
| 6. | TOTAL NO. OF CONTRACTORS REQUIRED | 2 (One for each LOT) | | | | | | | | |
| 7. | EARNEST MONEY DEPOSIT | <p>Rs 82,350.00/- (Rs. Eighty Two thousand three hundred fifty Only)</p> <p>EMD should be deposited as detailed below:</p> <p><input type="checkbox"/> Online EMD payment through Net Banking or NEFT/RTGS</p> <p><input type="checkbox"/> Bank Guarantee as an instrument towards Earnest money deposit shall be accepted only if amount of EMD is not less than Rupees One Lakh.</p> <p>For detail about process of payment of online EMD, 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) Micro & Small parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small</p> | | | | | | | | |

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| | | <p>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. Micro and Small Enterprises 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> <ol 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>Exemption from payment of EMD shall be allowed to all Micro & Small parties registered with the above-mentioned bodies. The exemption shall also be irrespective of whether they are registered for the tendered item and shall be applicable for procurement, works and services.</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> |
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| | | Tenderer not paying EMD or not uploading valid exemption certificate or scan copy of BG on or before tender submission date and time will be summarily rejected. |
| 8. | SALE OF TENDERS | Tender documents can be downloaded from the e-tendering portal https://iocletenders.nic.in free of cost. |
| a) | DOWNLOADING STARTS ON | 13.01.2022 AT 1500 HRS |
| b) | DOWNLOADING CLOSES ON | 21.01.2022 AT 1500 HRS |
| 9. | DUE DATE AND TIME OF SUBMISSION | 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. |
| a) | SUBMISSION OF TENDERS STARTS ON | 13.01.2022 AT 1500 HRS |
| b) | SUBMISSION OF TENDERS CLOSES ON | 21.01.2022 AT 1500 HRS |
| c) | OPENING OF TENDERS | 24.01.2022 AT 1500 HRS |
| 10. | VALIDITY OF OFFER | The rates shall remain valid up for 120 days from date of opening of the Technical Bid. The Lowest Acceptable rate (i.e. the finalized L-1 rate with the successful Bidder, with or without negotiations) shall remain valid throughout the entire period of Contract once the Letter Of Acceptance (LOA) / Work Order is placed on the successful bidders. |
| 13. | SECURITY DEPOSIT (SD) | Total security deposit amount shall be equivalent to 3% of value work/work done (Inclusive of GST). ISD will be 1% of contract value and balance amount shall be deducted @ 2% in RA bills. |

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| 14. | COMPLETION PERIOD | LOT | Location | Name of Work/ Project | Completion Period in weeks |
| | | Lot-1 | Indore TL | Provision of additional 50Kwp Solar PV Plant with 5yrs CAMC | 10 |
| | | Lot-2 | Jabalpur DP | Provision of additional 50Kwp Solar PV Plant with 5yrs CAMC | 10 |
| | | <p>Note:</p> <p>1) Mobilisation time of 10 days will also be provided against each lot from the date of placement of LOA/SAP WO whichever is earlier.</p> <p>2) Work order shall be placed Lot wise.</p> | | | |
| 15. | PRICE ADJUSTMENT | <ul style="list-style-type: none"> • ½% of work order value inclusive of GST (maximum 10% of WO amount inclusive of GST). • GST on the said amount to be paid/borne by contractor. • Price Adjustment Clause shall be applicable Project wise. • The time limit for completion of subject work is as per the completion schedule above from the date of commencement. In The stipulated time of completion shall be strictly adhered to, failing which f shall be applicable in line with clause No. 4.4.0.0 under PRICE ADJUSTMENT FOR DELAY IN COMPLETION of Form of Contract cum General Conditions of Contract. (Refer Page No. 36 of Form of Contract cum General Conditions of Contract).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 values of work done up to the concerned RA Bill. | | | |
| 16. | ESCALATION / DE-ESCALATION | <ul style="list-style-type: none"> • Escalation / de-escalation shall not be applicable. | | | |

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| 17. GST CLAUSES: | | |
| Clause No. | Description | |
| DEFINITIONS | | |
| 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 | <p>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.</p> <p>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.</p> <p>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.</p> | |
| 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 | |

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| | 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>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 non-compliance 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 alongwith 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. | |

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| 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 alongwith 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 | 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 |
| 15.1 | 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. |
| 15.2 | 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 |

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| | <p>(iii) Package wise packing list</p> <p>(iv) Certificate of origin and other relevant documents relating to the identification of the materials.</p> <p>(v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.</p> | |
| 15.3 | 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. | |
| 15.4 | The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be. | |
| 15.5 | <p>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.</p> <p>However additional cost on account of delayed payment of Custom duty due to IOCL' s fault shall be paid by IOCL.</p> | |
| 15.6 | 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. | |
| 15.7 | 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. | |
| 15.8 | 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 | |

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| | mode of recovery from the Running Account or other bills or payments to the Contractor. |
| 15.9 | 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. |
| 15.10 | 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. |
| 15.11 | 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. |
| 16 | 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. |
| 17 | Works Contract / Composite Supply / Mixed Supply |
| 17.1 | <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</p> |

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| | the immovable property is located or intended to be located. | |
| 17.2 | 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. | |
| 17.3 | 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 GST reimbursed by IOCL on materials sold to IOCL | |
| 17.4 | 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. | |
| 18 | ROAD PERMIT /WAY BILL | |
| 18.1 | 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. | |
| 18.2 | 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. | METHODOLOGY OF SELECTION OF CONTRACTOR: <ul style="list-style-type: none"> Bidder can quote for one or more LOT. For this separate BoQ worksheet is provided in the Price Bid for quoting one or more LOT. Only the Technical Bid, of those bidders uploading their Tender along with required Bid Security Declaration in lieu of EMD before due date & time of submission shall be considered for opening at sole discretion of IOCL. | |

- The composition scheme option for above work contract is not applicable. Hence, vendor needs to be registered as normal assessee and to provide GSTIN.
- Evaluation will be carried out on the basis of Net Landed Cost considering GST at the rate indicated by the bidder and Input Tax Credit (ITC) available to Indian Oil. GST is payable as extra at indicated rate by the bidder.
- The ITC % available to Indian Oil is indicated at S. No. 5 of this NIT and the same shall be considered for evaluation of Net Landed Cost.
- If in case GST is not indicated by bidder then the GST rates "as envisaged by IOCL" in this tender i.e. (12% on supply & 18% on installation) will be used to arrive at Net Landed Cost.
- The net amount worked out after taking into cognizance the Quoted Rate plus indicated GST less ITC (if any) shall be considered as Net Landed Cost in order to arrive at L1 rate. Sample Calculation for the same is as below:

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| • Percentage BOQ with the tender | |
| • ESTIMATED AMOUNT 'A' SAY: | • 100 |
| • QUOTED RATE (%) 'B' SAY: | • (-) 10 |
| • NET AMOUNT 'C' = $A \times (1 - B/100)$ | • 90 |
| • GST (%) INDICATED BY BIDDER 'D' SAY: | • 18 |
| • GST AMOUNT 'E' = $C \times D/100$ | • 16.20 |
| • ITC (%) AVAILABLE TO IOC 'F' SAY: | • 25 |
| • ITC AMOUNT 'G' = $E \times F/100$ | • 4.05 |
| • NET LANDED COST 'H' = $C + E - G$ | • 102.15 |

- Rates quoted by the bidders (on Net Landed Cost Basis) shall be arranged in the ascending order and accordingly Merit List shall be prepared.
- In case of tie between two or more L-1 bidders, all such bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope against respective LOT along with details of Annual Turnover of the last 3 financial years ending 31.03.2021.

Turnover for this purpose should be as per audited Balance Sheet of the tenderer. However, if the tenderer is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the tenderer along with copies of its Income Tax Return should be obtained. Total Revenue as per Schedule III of Companies act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover. Audited Balance Sheet / Published accounts on a calendar year basis shall also be acceptable shall also be acceptable. (The balance sheet copy MUST bear the Registration Number of the authorized Chartered Accountant and its SEAL. This is not applicable for published annual reports).

- In case the bidder has been asked to submit price bid (discount 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.
- In case of tie between other than L-1 bidder, who is having higher Annual Turnover (upto three decimal points) in any of the last 3 financial years ending 31.03.2021 i.e. for F.Y. 2018-19, 2019-20 and 2020-21 shall be preferred above in the merit list. For which bidder shall be submitting details of Annual Turnover of the last 3 financial years ending 31.03.2021 when specifically asked by IOCL.
- In case, L-1 or L-n position of a bidder is decided based on Annual Turnover Criteria, Indian Oil shall ask specifically to those bidders for production of the original documents (for verification) towards proof of the Annual Turn Over i.e. Audited Profit & Loss A/c and Balance Sheet for the respective Financial Year duly certified by registered Chartered Accountant.

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| | <ul style="list-style-type: none"> • The lowest percentage rate quoted by the L-1 bidder with or without negotiation as per the policy of the Corporation shall be the Lowest Acceptable Rate i.e. L-1 rate of the respective LOT. • Work against each LOT shall be awarded to the respective L-1 bidder on the respective Lowest Acceptable rate i.e. L-1 rate. • In case, when a bidder is having L-1 position in more than one Lot, work order shall be placed on the bidder for maximum one Lot. This shall be based on higher difference in quoted rates between L-1 & L-2. • In essence, preference shall be accorded for placement of order on the bidder for such Lot, where the difference in quoted rates between L-1 and L-2 rate is higher. If difference between L-1 & L-2 rate is same in more than one Lot, then work order shall be awarded to L-1 for that such LOT i.e. LOT with the higher difference between L-1 and L-2 rate, which is having higher estimated value of works. • For the remaining LOT, counter offer shall be given to next eligible bidder (L-n) to match the L-1 rate of that Lot. If next eligible bidder (L-n) does not agree, then counter offer shall be given to subsequent eligible bidders (L-n) to accept L-1 rate. In case L-n accepts counter offer, then work order shall be awarded for that Lot. • If same L-n bidder happens to be the next eligible bidder accepting the L-1 rate for award of work, in more than one LOT, then the L-n bidder shall be awarded the work of that particular LOT which is having higher estimated value of works. • Thus by above methodology, a single bidder shall be awarded work order for only one LOT. However, a bidder may also be awarded Work Order for more than one LOT at sole discretion of IndianOil to a single (L-1) bidder, in case: • Thus by above methodology, work order shall be awarded only for one LOT to a single bidder. However, IndianOil at their discretion may also award Work Order for more than one |
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| | <p>Lot to L-1 bidder, in case:</p> <p>The bidder is the single bidder quoted in any other Lot.</p> <p>OR</p> <p>The counter offer given by Indian Oil for matching L-1 rate is not accepted by any other technically qualified bidder.</p> <p>OR</p> <p>No other bidder in the Merit List can be awarded the work by above methodology.</p> <p>Also following points to be noted-</p> <ul style="list-style-type: none"> • The tender will be awarded to the L1 party, with or without negotiations, as per Corporations' Policy. • Negotiations will not be conducted as a matter of routine; however IOCL reserves the right to conduct negotiation with the L1 party. • The decision of IOCL to accept or reject any offer of a party shall be final. In this regard, no correspondence shall be entertained by IOCL. |
| 19 | In partial modification of GCC clause no. 5.5.0.0. , the completion certificate shall be issued by State Engineering Head on written request by the CONTRACTOR on successful completion of works and after completion of documentation as listed in tender document & release of final bills. |
| 20 | Corrigendum, if any, for the subject tender shall be published in the e-tender portal (https://iocletenders.nic.in) only. Hence, tenderers are advised to visit the portal regularly to keep themselves updated. |
| 21 | <p>JURISDICTION</p> <p>Legal Dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts situated at Mumbai (Maharashtra) and after placement of LOA (Letter of Acceptance) the jurisdiction of the local courts at Bhopal (Madhya Pradesh) shall be applicable.</p> |
| 22 | There is no Purchase Preference for LC (Local Content) and to MSME bidders. |
| 23 | 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 |

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| | white / erasing fluid, the bids will be summarily rejected. |
| 24 | <p>CONTACT PERSON & OFFICE ADDRESS:</p> <p>ARJUN SINGH ASS. MGR. CONTRACTS WR</p> <p>Indian Oil Corporation Limited (MD)</p> <p>Plot No: C-33, G- Block, Bandra- Kurla Complex,</p> <p>Bandra (E), Mumbai - 400 051</p> <p>Tel : 022 2672 2642</p> <p>Email: singha17@indianoil.in</p> |