


 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 1 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

## **NOTICE INVITING TENDER**

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#	DESCRIPTION	DETAILS														
1	<b>TENDER NUMBER</b>	<b>WRCC/2021-22/LT/318</b>														
2.	<b>NAME OF THE WORK</b>	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/Ground Mounted Captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years at Korba TL under Madhya Pradesh State Office.</b> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>S.No.</th> <th>Name of Work/ Project</th> <th>Location</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Provision of additional 500 Kwp Solar PV Plant with 5yrs CAMC</td> <td style="text-align: center;">Korba TL</td> </tr> </tbody> </table>			S.No.	Name of Work/ Project	Location	1	Provision of additional 500 Kwp Solar PV Plant with 5yrs CAMC	Korba TL						
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3.	<b>NAME OF LOCATIONS</b>	<ul style="list-style-type: none"> <li><b>Korba Terminal</b> : Indian Oil Corporation Limited, Village Gopalpur, Distt Korba , Chattisgarh</li> </ul> <p><b>GST Details of IOCL are as below:</b></p> <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>State - GST Number</th> <th>IOC PAN</th> </tr> </thead> <tbody> <tr> <td>Chattisgarh - 22AAACI1681G1ZZ</td> <td>AAACI1681G</td> </tr> <tr> <td colspan="2">CG GST TDS REGISTRATION : 22AAACI1681G1D8</td> </tr> </tbody> </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><b>Note:</b> 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	Chattisgarh - 22AAACI1681G1ZZ	AAACI1681G	CG GST TDS REGISTRATION : 22AAACI1681G1D8							
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5.	<b>ESTIMATED VALUE OF WORK</b>	<table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th>Sr. No.</th> <th>Name of the Location</th> <th>Technical Estimated Amt Incl. GST @ (12% Supply, 18% Instl.) (Rs.)</th> <th>Completion Period</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>Korba TL</td> <td style="text-align: right;">2,51,94,469.95</td> <td style="text-align: center;"><b>10 Weeks</b></td> </tr> <tr> <td colspan="2" style="text-align: center;"><b>TOTAL</b></td> <td style="text-align: right;">2,51,94,469.95</td> <td style="text-align: center;"><b>Plus 10 days mobilization</b></td> </tr> </tbody> </table>	Sr. No.	Name of the Location	Technical Estimated Amt Incl. GST @ (12% Supply, 18% Instl.) (Rs.)	Completion Period	1	Korba TL	2,51,94,469.95	<b>10 Weeks</b>	<b>TOTAL</b>		2,51,94,469.95	<b>Plus 10 days mobilization</b>		
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 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 2 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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		<p>The applicable GST shall be paid extra as per actual at the time of billing. The above projected estimated cost is tentative &amp; may increase or decrease during execution/contract period.</p>
<b>6.</b>	<b>TOTAL NO. OF CONTRACTORS REQUIRED</b>	<b>1 (One)</b>
<b>7.</b>	<b>EARNEST MONEY DEPOSIT</b>	<p><b>Rs 2,51,950/- (Rs. Two lakhs fifty one thousand nine hundred fifty Only)</b></p> <p>EMD should be deposited as detailed below:</p> <ul style="list-style-type: none"> <li>➤ Online EMD payment through Net Banking or NEFT/RTGS</li> <li>➤ Bank Guarantee as an instrument towards Earnest money deposit shall be accepted only if amount of EMD is not less than Rupees One Lakh.</li> </ul> <p>For detail about process of payment of online EMD, bidders shall refer "<b>Special Instructions to the Bidder (SITB)</b>" and "<b>FAQs - Online EMD Facility in IOCL e-Tendering</b>" documents attached separately along with the tender.</p> <p><b>Offline EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift Transfer shall not be accepted.</b></p> <p><b><u>Exemption from submission of EMD:</u></b></p> <p>a) Micro &amp; Small parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro &amp; 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. 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"> <li>i. District Industries Centre (DIC)</li> <li>ii. Khadi and Village Industries Commission (KVIC)</li> <li>iii. Khadi and Village Industries Board</li> <li>iv. Coir Board</li> <li>v. National Small Industries Corporation (NSIC)</li> </ol>

	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 3 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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		<p>vi. Directorate of Handicraft and Handloom</p> <p>vii. Udyog Aadhar Memorandum (UAM)/Udyam Registration Certificate</p> <p>viii. Any other body specified by Ministry of MSME</p> <p><b>Note:</b> Against UAM, copy of acknowledgement generated online shall be acceptable.</p> <p>Exemption from payment of EMD shall be allowed to all Micro &amp; 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 &amp; 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><b><u>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.</u></b></p>
<b>8.</b>	<b>SALE OF TENDERS</b>	Tender documents can be downloaded from the e-tendering portal <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> free of cost.
a)	<b>DOWNLOADING STARTS ON</b>	<b>01.02.2022 @ 16:00 hrs</b>
b)	<b>DOWNLOADING CLOSES ON</b>	<b>14.02.2022 @ 16:00 hrs</b>
<b>9.</b>	<b>DUE DATE AND TIME OF SUBMISSION</b>	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)	<b>SUBMISSION OF TENDERS STARTS ON</b>	<b>01.02.2022 @ 16:00 hrs</b>

 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 4 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>b)</b>	<b>SUBMISSION OF TENDERS CLOSING ON</b>	<b>14.02.2022 @ 16:00 hrs</b>		
<b>c)</b>	<b>OPENING OF TENDERS</b>	<b>15.02.2022 @ 16:00 hrs</b>		
<b>10.</b>	<b>VALIDITY OF OFFER</b>	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.		
<b>13.</b>	<b>SECURITY DEPOSIT (SD)</b>	Total security deposit amount shall be equivalent to 3% of value work/work done (Inclusive of GST).		
<b>14.</b>	<b>COMPLETION PERIOD</b>	<b>Location</b>	<b>Name of Work/ Project</b>	<b>Completion Period in weeks</b>
		<b>Korba TL</b>	Provision of additional 500 Kwp Solar PV Plant with 5yrs CAMC	<b>10</b>
		<b>Note:</b> 1) Mobilization time of 10 days will also be provided against each lot from the date of placement of LOA/SAP WO whichever is earlier. 2) Work order shall be placed Lot wise.		
<b>15.</b>	<b>PRICE ADJUSTMENT</b>	<ul style="list-style-type: none"> <li>• 1/2% of work order value inclusive of GST (maximum 10% of WO amount inclusive of GST).</li> <li>• GST on the said amount to be paid/borne by contractor.</li> <li>• Price Adjustment Clause shall be applicable Project wise.</li> <li>• 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</li> </ul>		

 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 5 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	


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		delay in completion shall be deducted at applicable percentage from RA bills , on cumulative values of work done up to the concerned RA Bill.
<b>16.</b>	<b>ESCALATION / DE-ESCALATION</b>	<ul style="list-style-type: none"> <li>• Escalation / de-escalation shall not be applicable.</li> </ul>

### **17. GST CLAUSES:**

Clause No.	Description
<b>DEFINITIONS</b>	
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.	
<b>GENERAL</b>	
<b>1</b>	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.
<b>2</b>	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.
<b>3</b>	<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>
<b>4</b>	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.

	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 6 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>5</b>	<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>
<b>6</b>	<p>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.</p>
<b>7</b>	<p>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.</p>
<b>8</b>	<p>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.</p>
<b>9</b>	<p>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.</p>

 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 7 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>10</b>	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.
<b>11</b>	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.
<b>12</b>	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.
<b>13</b>	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.
<b>14</b>	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.
<b>15</b>	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
<b>15.1</b>	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.
<b>15.2</b>	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.
<b>15.3</b>	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.
<b>15.4</b>	The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.


 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 8 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>15.5</b>	<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>
<b>15.6</b>	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.
<b>15.7</b>	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.
<b>15.8</b>	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.
<b>15.9</b>	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.
<b>15.10</b>	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.
<b>15.11</b>	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.
<b>16</b>	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.
<b>17</b>	Works Contract / Composite Supply / Mixed Supply




 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 9 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>17.1</b>	<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>
<b>17.2</b>	<p>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.</p>
<b>17.3</b>	<p>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</p>
<b>17.4</b>	<p>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.</p>
<b>18</b>	<p><b>ROAD PERMIT /WAY BILL</b></p>
<b>18.1</b>	<p>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.</p>

	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 10 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<b>18.2</b>	<p>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.</p>
<b>18.</b>	<p><b>METHODOLOGY OF SELECTION OF CONTRACTOR:</b></p> <p>The bidder shall submit their bid as % Excess (+) or % Less (-) or At Par in the Bid (BOQ1) attached separately. In other words, percentage quoted is applicable on all items in the SOR. Bidders are not permitted to quote separate % for individual items in the SOR.</p> <p>The methodology for evaluation of the bids shall be as under:</p> <p>a) Only the Bid, of those bidders uploading their Tender along with required EMD or EMD exemption document before due date &amp; time of submission shall be considered for opening.</p> <p>b) The composition scheme option for above work contract is not applicable. Hence, vendor needs to be registered as normal assessee and to provide GSTIN.</p> <p>c) 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.</p> <p>d) 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.</p> <p>e) 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 &amp; 18% on installation) will be used to arrive at Net Landed Cost.</p> <p>f) 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:</p>

	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 11 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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<p>g) Bidders are that Reverse will be for finalizing i. In case if bids received than three shall be auto the system. 1 bids are one, among latest (last) submitted original time not resubmission (if any)) shall be auto rejected from the system.</p>	<table border="1" style="margin: auto;"> <tr> <td>• Percentage BOQ with the tender</td> <td></td> </tr> <tr> <td>• ESTIMATED AMOUNT 'A' SAY:</td> <td>• 100</td> </tr> <tr> <td>• QUOTED RATE (%) 'B' SAY:</td> <td>• (-) 10</td> </tr> <tr> <td>• NET AMOUNT 'C' = A X (1-B/100)</td> <td>• 90</td> </tr> <tr> <td>• GST (%) INDICATED BY BIDDER 'D' SAY:</td> <td>• 18</td> </tr> <tr> <td>• GST AMOUNT 'E' = C X D/100</td> <td>• 16.20</td> </tr> <tr> <td>• ITC (%) AVAILABLE TO IOC 'F' SAY:</td> <td>• 25</td> </tr> <tr> <td>• ITC AMOUNT 'G' = E X F/100</td> <td>• 4.05</td> </tr> <tr> <td>• NET LANDED COST 'H' = C + E - G</td> <td>• 102.15</td> </tr> </table>	• Percentage BOQ with the tender		• ESTIMATED AMOUNT 'A' SAY:	• 100	• QUOTED RATE (%) 'B' SAY:	• (-) 10	• NET AMOUNT 'C' = A X (1-B/100)	• 90	• GST (%) INDICATED BY BIDDER 'D' SAY:	• 18	• GST AMOUNT 'E' = C X D/100	• 16.20	• ITC (%) AVAILABLE TO IOC 'F' SAY:	• 25	• ITC AMOUNT 'G' = E X F/100	• 4.05	• NET LANDED COST 'H' = C + E - G	• 102.15	<p>informed Auction (RA) conducted this Tender. number of are more (3), H-1 bid rejected from In case, if H-more than those the bid (as per submission</p>
• Percentage BOQ with the tender																				
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• QUOTED RATE (%) 'B' SAY:	• (-) 10																			
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• NET LANDED COST 'H' = C + E - G	• 102.15																			
<p>ii. An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction along with its scheduled start time and other details.</p> <p>iii. The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria/Tender Terms &amp; conditions.</p> <p>iv. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms &amp; Conditions.</p> <p>v. Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of Reverse Auction. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.</p> <p>vi. The lowest quote after end of Reverse Auction shall be considered for further processing.</p> <p>vii. 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 along with details of Annual Turnover of the last 3 financial years ending 31.03.2021. The sealed envelope shall be jointly opened by two IOCL officers and these bidders can witness the opening of the covers if they so desire. Thus the bidder with the lowest rate, received through the sealed envelope, shall be preferred above in the Merit List.</p>																				

 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 12 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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	<p>viii. In case there is a tie again, the 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 in the Merit List.</p> <p>ix. In case of tie for other than L-1 position, the 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 in the Merit List.</p> <p>x. 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.</p> <p>h) Final Rate quoted by vendor after Reverse Auction &amp; above process shall be arranged in ascending order. Accordingly, merit shall be prepared based on the same.</p> <p>i) Lowest quote either of reverse auction or of the BOQ1 (in-case bidder does not participate in reverse auction) shall be considered for evaluating bidders as L-1, L-2 and so on.</p> <p>j) IOCL reserves the right to conduct price negotiation with overall L-1 bidder based on price quoted in BoQ and Reverse Auction.</p> <p>k) The lowest percentage quote (post reverse auction) shall be the Lowest Acceptable Rate i.e. L-1 rate with or without negotiation as per the policy of the Corporation.</p> <p>l) Work shall be awarded to L-1 Party.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>• If the bidder fails to accept the work order placed at their originally quoted or subsequently negotiated rates, as the case may be, IOC may initiate action to debar them from participating in future tenders which may include putting them on holiday list. Once the quotation is accepted and the work order placed on the successful bidder, the rate shall be firm and unaltered and no escalation of what so ever nature including increase in statutory levies will be permitted unless otherwise defined exclusively.</li> </ul>
<b>19</b>	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.
<b>20</b>	Corrigendum, if any, for the subject tender shall be published in the e-tender portal ( <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> ) only. Hence, tenderers are advised to visit the portal regularly to keep themselves updated.
<b>21</b>	JURISDICTION

 <b>IndianOil</b>	<b>Tender No: WRCC/2021-22/LT/318</b>	<b>Page 13 of 13</b>
	<b>Engineering, Procurement, Construction of proposed 500 KWp On Grid Roof/ Ground captive Solar Power Plant with its Comprehensive Operation &amp; Maintenance under AMC for further 5 Years (after one year of warranty) at Korba TL under Madhya Pradesh State Office</b>	

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	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.
<b>22</b>	There is no Purchase Preference for LC (Local Content) and to MSME bidders.
<b>23</b>	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.
<b>24</b>	<b>CONTACT PERSON &amp; OFFICE ADDRESS:</b> Mgr(Contracts) Indian Oil Corporation Limited (MD) Plot No: C-33, G- Block, Bandra- Kurla Complex, Bandra (E), Mumbai - 400 051 Tel : 022-26722323 Email: <a href="mailto:kprity@indianoil.in">kprity@indianoil.in</a>