Indian Oil Corporation Limited (MD)
WESTERN REGION OFFICE
9TH FLOOR, MATERIALS AND CONTRACTS,
PLOT NO. C-33, “G” BLOCK,
BANDRA KURLA COMPLEX,
BANDRA (EAST), MUMBAI – 400 051

NAME OF WORK: Engineering, Procurement, Construction, Liasioning (EPC) inclusive of 2 (Two) Year Warranty of 385 KWp On-Grid Roof Mounted Captive Solar Power Project at Indian Oil Lube Blending Plant Taloja Maharashtra.

.

PART-A
TECHNO-COMMERCIAL BID

TENDER No.: WRMC/2025-26/LT/339
(e-Tender ID: 2025_WRO_186632_1)

REF:

M/s ______________________________

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Dear Sir(s),

SUBJECT: **Engineering, Procurement, Construction, Liasioning (EPC) inclusive of 2 (Two) Year Warranty of 385 KWp On-Grid Roof Mounted Captive Solar Power Project at Indian Oil Lube Blending Plant Taloja Maharashtra.**

TENDER NO:

We propose to invite Limited Tender in **TWO BID SYSTEM** (**with Reverse Auction**) for the subject work.

1. We request you to submit your lowest bid for the work contained in the tender.
2. Your offer complete in all respects must be uploaded in the prescribed manner on our e-tendering portal www.iocletenders.nic.in on or before due date of submission specified.

   In case of Earnest Money Deposit (EMD) is by way of Bank Guarantee (EMD amount more than 1 Lakh), original BG in physical form duly enclosed in a sealed envelope super-scribed with "Offline EMD", Bidder's Name, Tender No., bid submission end date & time, is received at the office of tender issuing authority Within 7 working days from the date of opening of technical bids (for Two Bid Tenders). The original EMD Instrument (amount as per NIT) in a sealed envelope may please be dropped in Tender box kept in our office at address given below on or before due date of submission specified.

   Indian Oil Corporation Limited (MD)
   WESTERN REGION OFFICE
   9TH FLOOR, MATERIALS AND CONTRACTS,
   PLOT NO. C-33, "G" BLOCK,
   BANDRA KURLA COMPLEX,
   BANDRA (EAST), MUMBAI – 400 051

3. Bidders are requested to go through the "Bidders Manual Kit" available in the homepage of the e-tendering portal i.e. https://iocletenders.nic.in to have a clear understanding of the steps to be followed for bid submission. The "Bidders Manual kit" is for general reference only and the Bidders have to abide by the terms and conditions of this tender.
4. For detail about process of payment of online EMD, bidders shall refer to "Special Instructions to the Bidder (SITB)" and "FAQs – Online EMD Facility in IOCL e-Tendering" documents attached separately along with the tender.
5. Bidders must note that Indian Oil will not be responsible for delay in submission of online tender on or before due date & time of bid submission as mentioned in the NIT.
6. Bidders must also note that before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures as specified in the tender.

7. Any query with regard to non-issuance of the tender documents or rejection of the tender may be forwarded to Shri. R. Borgohain, General Manager (M&C), IOCL, Mumbai. E-mail: borgohainr@indianoil.in.
8. Bidders to please note that Pre-Bid Conference shall be as per details furnished in NIT. However, bidders are required to mail their queries in editable format (Copy attached) to paulasmita@indianoil.in by **11.09.2025** wherein all the clarifications with regard to Technical/ Commercial conditions shall be given. Bidders may please note that IOCL shall not be under any obligation to respond to queries mailed after the date specified above.
9. Bidders also may note that after the clarifications are given in Pre-Bid conference (as part of the above virtual Prebid exercise), no further deviation shall be permitted, and all decisions taken by IOCL against queries raised in the pre-bid conference and issued as corrigendum shall be binding on all bidders. All are requested to attend the Pre-Bid conference.
10. Any Addendum/ Corrigendum/ Due Date Extension in respect of the tender shall be issued on our website https://iocletenders.nic.in only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep **themselves updated.**
11. All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.

NOTE:

a. Bidders are advised to visit the E Tender portal regularly for updates. In case of any corrigendum or due date extension, the same shall be issued in the E Tender portal only. No separate publication shall be done in newspapers/print media.

b. All parties are requested to start the submission process of bids at least 4 hours prior to the due date & time of bid submission to avoid problems in submitting documents due to last minute rush.

Thanking you,

Yours faithfully

For Indian Oil Corporation Limited

General Manager I/c (M&C), WR

Note: All Pages/Documents to be signed with Digital Signature with E- Tender Submission

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INDEX

Following documents forming a part of the mentioned tender are available in the e-tender portal for downloading.

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NOTICE INVITING E-TENDER

Indian Oil Corporation Limited invites electronic bids through its website ***https://iocletenders.nic.in*** under Two Bid System with Reverse Auction for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated hereunder.

<table>
<tr><td>1.</td><td>TENDER NO.</td><td>:</td><td>As per E-tender portal</td></tr>
<tr><td>2.</td><td>E-Tender ID</td><td>:</td><td>As per E-tender portal</td></tr>
<tr><td>3.</td><td>NAME OF WORK</td><td>:</td><td>Engineering, Procurement, Construction, Liasioning (EPC) inclusive of 2 (Two) Year warranty of 385 KWp On-Grid Roof Mounted Captive Solar Power Project at Indian Oil Lube Blending Plant Taloja Maharashtra.</td></tr>
<tr><td>4.</td><td>LOCATION OF WORK</td><td>:</td><td>Indian Oil Corporation Limited
Lube Blending Plant Taloja

T-20, MIDC, Taloja Industrial Estate,
Taloja, Dist. Raigad, Maharashtra
PIN 410208

<table>
<tr><td>Description</td><td>Details</td></tr>
<tr><td>IOC PAN</td><td>AAACI1681G</td></tr>
<tr><td>IOC TAN</td><td>DELI09652G</td></tr>
<tr><td>MSO GST Registration Nos</td><td>27AAACI1681G1ZP</td></tr>
<tr><td>MSO GST TDS Registration Nos</td><td>27AAACI1681G1ZP</td></tr>
</table>

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.

Note: For compliance of the statute, bidders are advised to refer GST law and Rules being framed there under from time to time.</td></tr>
<tr><td>5.</td><td>ESTIMATED VALUE OF WORK</td><td>:</td><td>Rs. 2,41,28,317.00 /- (Including GST 18%)

(Two Crores Forty One Lakhs Twenty Eight Thousand Three Hundred Seventeen Rupees Only)</td></tr>
<tr><td>6.</td><td>TENDER FEE</td><td>:</td><td>Nil
For e-tender, tender fee shall not be applicable.

Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.nic.in)</td></tr>
<tr><td>7.</td><td>TOTAL NO. OF CONTRACTORS REQUIRED</td><td>:</td><td>1 (ONE)</td></tr>
<tr><td>8.</td><td>TYPE OF TENDER</td><td>:</td><td>Electronic Bid under Two Bid System (Techno-commercial & Price Bid)</td></tr>
</table>

9. EARNEST MONEY DEPOSIT :

EMD for this Tender shall be Rs. 61,000.00/- (0.25 % of estimated value of work including GST round off to next thousand)

Mode of submission:

a) EMD to be submitted through online payment at IOCL e-tender portal along with the offer.

b) Bank Guarantee (EMD amount more than 1 Lakh) in IOCL prescribed format and valid for period specified in the tender. The validity of the BG in lieu of EMD shall be 03 (three) months beyond the validity of the tender. Scanned Copy of EMD instrument i.e. Bank Guarantee has to be uploaded in the un-priced bid and the bidder should also ensure that the original BG in physical form duly enclosed in a sealed envelope super-scribed with “Offline EMD”, Bidder’s Name, Tender No., bid submission end date & time, is received at the office of tender issuing authority within 7 working days from the date of opening of technical bids.

Stamp Duty for BG:

Stamp duty shall be as per Stamp Duty act of corresponding state from which BG is issued.

Details to be entered by BG issuing Bank:

Sl. No.	Description	Remarks
1	SFMS Message Type to be used by BG Issuing Bank for Issuance of New BG	IFN760COV
2	SFMS Message Type to be used by BG Issuing Bank for Amendment / Extension of Existing BG	IFN767COV
3	Name of Beneficiary (in SFMS Field 7034)	Any one of the following names may be mentioned: 1. INDIAN OIL CORPORATION LTD 2. IOCL 3. INDIAN OIL CORPORATION LIMITED 4. IOC LTD 5. IOC LIMITED
4	Beneficiary IFSC (in SFMS Field 7035)	ICIC0000007
5	Beneficiary branch name and address (in SFMS Field 7036)	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
6	Sender to Receiver Information (in SFMS Field 7037)	IOCL3000

c) ISB (Insurance Surety Bond) issued by insurer registered with IRDAI in IOCL prescribed format and valid for period specified in the tender. Presently, following five insurers have launched insurance products:

- SBI General Insurance
- New India Assurance Company
- Bajaj Allianz General Insurance
- ICICI Lombard
- HDFC General Insurance Company

- ISBs should be executed on a non-judicial stamp paper and in INR denomination only. It is the issuing insurer's responsibility to pay the correct stamp duty according to State Legislation
- ISB should be irrevocable and unconditional and without recourse / reference to the bidder.
- ISBs issued by the insurer should be signed by the authorized official of Insurance Company and the name, designation etc. of the officials, signing the ISB, should be mentioned with their signatures on the ISB. This applies for all subsequent renewal and amendments of ISBs also.
- Original ISB should reach to Tender Issuing Authority within 7 working days from the date of opening of technical bids. ISB shall be governed by the Standard guidelines as detailed in Special Terms and conditions and shall be submitted in the Format given as per Index SN 38.

Address of Tender Issuing Authority:
GM (M & C), WR
Material & Contracts
Western Regional Office, 9 th floor
Indian Oil Corporation Limited
Plot No. C-33 , G Block,
Bandra Kurla Complex,
Mumbai – 400051

Offers received without EMD as per tender requirement shall be liable for Rejection.

EMD payment through Demand Draft, Bankers Cheque and Swift Transfer shall not be accepted.

EMD exemption:
EMD is not required in the following cases:

(i) Government organization & Public Sector Undertaking of the Central / State Government

(ii) JV/subsidiary companies of IOCL
(iii) Startups

10.	**TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:**		
	a) Starts on	:	**As per E-tender portal**

	b) Ends on	:	**As per E-tender portal**
11.	**PRE-BID MEETING**	:	**<u>All are requested to attend the Pre-Bid conference via mode of Physical Meeting</u>** Physical Pre-Bid Meeting DATE: 11.09.2025 @ 11:00 Hrs at address: Indian Oil Bhavan, Plot No C-33, G block, Bandra Kurla Complex, Mumbai - 400051 Bidders are required to mail their queries in editable format (Copy attached) to paulasmita@indianoil.in by 10.09.2025 wherein all the clarifications with regard to Technical/ Commercial conditions shall be given. Bidders may please note that IOCL shall not be under any obligation to respond to queries mailed after the date specified above. Bidders to please note carefully the above schedule for Pre-Bid Conference since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Bidders are advised to ensure that their queries must reach us by e-mail addressed to the Contact person as specified in NIT preferably One working day in advance for this purpose. Bidders also to note that after the clarifications are given in Pre-Bid conference, no further deviation shall be permitted, and all decisions taken by IOCL in the pre-bid conference shall be binding on all bidders.
12.	**SUBMISSION OF TENDER IN e-TENDER PORTAL:**		
	a) Starts on	:	**As per E-tender portal**
	b) Ends on	:	**As per E-tender portal**
13.	**DUE DATE FOR OPENING OF TENDER:**		
	Opening of Tender (Technical Bid Only)	:	**As per E-tender portal**
14.	**TENDER VALIDITY**	:	Offer shall be valid for **180 Days** from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
15.	**SECURITY DEPOSIT**	:	10% of the contract value excluding GST. Please refer details below for submission of Security Deposit.
16.	**WORK COMPLETION TIME**	:	**6 (Six) Months** from the date of handing over the site, which will be taken as the 10th day from the date of issuance of SAP PO or the actual date of handing over of the site whichever is earlier.
17.	**PRICE ADJUSTMENT**	:	➢ ½% per week of the total contract value (maximum 10% of the Total Contract Value).

			The time limit for completion of subject work is as per the completion schedule above. In The stipulated time of completion shall be strictly adhered to, failing which 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. However, in cases of abandonment of site/ termination, price adjustment for delay shall be applied in line with the GCC clause 7.0.9.0 on the Total Contract Value.
18.	**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) ORDER 2017**	:	Public Procurement (Preference to Make in India) Order 2017, revision dt. 19.07.2024 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/24/2017-FP-PNG (E-17013) dt 21.08.2024 shall be applicable for this tender, and bids shall be evaluated based on this Policy. MSE 2012 Policy is not applicable in this Tender. The work is non-divisible. Details of Purchase Preference (PPP-MII) is given in Part-B (GCC) of the tender. ➢ For above process, Bidders are requested to read the help document – Bidders help for Preferential bidding which is uploaded separately with this Tender & also Bidders are advised to read PP-MII given in this Tender Document. ➢ Only Class-I local supplier and Class-II local supplier shall be eligible to bid in this tender.
19.	**MODE OF TENDER SUBMISSION**	:	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in ‘Special Instructions to bidders for participating in e-tender’ attached separately in this tender.
20.	**VERIFICATON OF ORIGINAL DOCUMENTS**	:	Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). Document verification with originals may be carried out after opening of price bids for the short-listed bidder(s) only. In such event, Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited. For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder’s client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor

21.	**Escalation / De-escalation**	:	Will not be applicable as per details given in STCC of the tender.
22.	**Reverse Auction (RA)**	:	Will be applicable as per details given in STCC and Part-B of the tender. **Reverse Auction shall be carried out on Net Landed Value (Basic amount + GST - ITC 100%) quoted by the bidder**
23.	**CONTACT PERSON**		Name:Asmita Paul Designation: Senior Manager (M&C) Office Address: Plot no C-33, G Block, Bandra Kurla Complex, Mumbai Contact No:022-26722764 E-mail ID: paulasmita@indianoil.in

24. PRE-QUALIFICATION (PQ) CRITERIA: Not applicable, however bidder has to submit all required documents as mentioned below:

25. OTHER COMMERCIAL CRITERIA: Following other criteria shall also be considered for evaluation:

i) PAN No.
ii) Valid PF No. in the name of bidder on the date of bid submission.
iii) GST Registration No.
iv) Partnership deed or Certificate of Incorporation with memorandum & articles of association
v) Power of Attorney / Board resolution (as applicable) in favour of Tender signing authority
vi) All other Declarations as mentioned in the PART B of tender document/ Excel format attached with the tender.
   a) Undertaking by the Tenderer(s) - *Annexure A*
   b) Proforma for Declaration on NCLT/NCLAT/DRT/DRAT/COURT receivership / liquidation – *Annexure B*
   c) Compliance Certificate regarding bidders from countries which shares a land border with India - *Annexure C*
   d) Proforma of Tender Not-tempered - *Annexure D*
   e) Proforma of Declaration of Blacklisting/Holiday listing - *Annexure E*
   f) Details on Relationship with IOCL's Director's etc (PART "A", "B", "C" & "D")- *Annexure F*
   g) Undertaking for business transaction status of bidders - *Annexure G*
   h) Particulars of bidder - *Annexure H*
   i) Undertaking on Multiple Bidding - *Annexure I*
   j) Declaration form for availing purchase preference (linked with local content) (PP-MII) Policy-Bid Stage - *Annexure J (Part-I)*
   k) Undertaking (to be submitted by Bidder) – Bid Stage - *Annexure J(Part-II)*
      - Bidders to enclose copy of applicable certificates/declarations/ agreement etc. (as applicable) in

support of above.

- All the above credentials under this Clause shall be in the name of the bidder.
- Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:

In case of Proprietary Concern	• If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. • If the bid is submitted by person other than proprietor, POA authorizing the person to submit bid on behalf of the concern.
In case of Company	• Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR • POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.
In case of Partnership Firm/LLP	POA along with Deed of Partnership / LLP Agreement.
In case of Co-Operative Society	Copy of resolution passed as per Society Rules.
NOTE: POA shall be submitted on non-judicial stamp paper of appropriate value and duly notarized.	

Note: Non Submission of any document mentioned above will be considered for rejection of bidder.

26. EVALUATION CRITERIA: The procedure for evaluation of tenders shall be as follows:

i) Indian Oil Corporation Limited (IOCL) hereinafter referred to as Indian Oil, is India's largest corporate with business spanning various elements of the oil value chain including refining, pipeline transportation and marketing of petroleum products. Indian Oil intends to set up 385 KWp On-Grid Captive Solar Power Project on the premises of Indian Oil's Lube Blending Plant at Taloja, Dist. Raigad, Maharashtra, on EPC/LSTK (Lump-Sum-Turn-Key) basis through qualified selected bidder.

ii) IOCL intends to select and appoint one of the empanelled Vendors/LSTK Contractors of Category-II (meant for Solar PV Plant of capacity ranging from 50 KWp to 500 KWp) 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.

iii) This is two bid E –tender with Reverse Auction.

iv) Tenderers are required to quote their Percentage rate {(+) 0R (-)} given in the relevant columns in the Price Bid in Figures only. In case the bidder wants to quote the rate AT PAR of our estimated cost, the bidder shall write "0" (Zero) on the space provided in the price bid. After quoting the prices by the tenderer, the final quoted value will automatically get generated in the price bid both in the figures & words. Hence, all tenderer is required to quote strictly as per the format attached.

v) The finalized rate in % (percentage) shall be applicable equally on all items of schedule of rates provided in this tender.

vi) Upon receipt of the bids, the documents submitted by all the parties shall be scrutinized with respect to submission of EMD as per NIT, PQC, Other Commercial Criteria, other necessary documents (if any), acceptance to all terms & conditions as per the tender. Price bids of only those parties who satisfy the above-mentioned requirements shall be considered for opening.

vii) Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/ clarifications.

viii) The bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly. After quoting the prices by the tenderer, the final quoted value will automatically get generated in the price bid both in the figures & words. Hence, all tenderer is required to quote strictly as per the format attached.

ix) As the tendered works is in the nature of Works Contract, purchase preference as per PPP 2012 is not applicable for MSEs.

x) Class-I Local Supplier in line with guidelines of Public Procurement (Preference to Make in India) Order 2017, revision dt. 16.09.2020 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 shall be applicable to define the preferential category of bidder for the purpose of Reverse Auction.

xi) Price bids of only those parties who satisfy the above-mentioned requirements of Techno-commercial Bid shall be considered for opening. Prior intimation will be uploaded on e-tender portal regarding due date and time of opening of Price Bid.

xii) Bidders are informed that Reverse Auction shall be conducted for finalizing this Tender. Reverse Auction shall be carried out in total amount (excluding of GST) quoted by the bidder. Bidders are advised to refer the document `Submission_for_Reverse_Auction.pdf' under the option of `Online Bid Submission of Reverse Auction' in `Bidders manual kit' section of IOCL e-tendering portal to know about the Reverse Auction procedure. Detail of Reverse Auction process is given in Part-B of the Tender Document.

xiii) Displayed/Quoted Price for the Reverse Auction shall be calculated as per following:

Price Bid BOQ total amount after Discount (-) or Premium (+) or At par, over the Net Landed value (Basic + GST - ITC (100%)).

xiv) The lowest quote after end of Reverse Auction shall be considered for further processing. The discounts offered during Reverse Auction shall be worked out as a percentage to the overall quoted amount and shall be applied to all items of SOR.

xv) The selection of bidder will be based on lowest acceptable on overall net landed cost for all items in the price schedule put together post reverse auction as applicable.

Net landed Cost (Basic + GST - ITC 100%) = Quoted Price (excluding GST) put together post Reverse Auction (+) plus GST and subtracting (-) ITC 100%.

xvi) In case of identical rates between two or more bidders at L-1 position, all the

L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope.

In case there is a tie again, the bidder with the highest turnover in any of the last three years as submitted against turnover criteria shall be considered as L1 bidder.

In an exceptional case where turnover is also same ~~OR in case of start-ups bidders~~, the bid submitted earlier in the portal in terms of both date and time shall be considered for award of job.

xvii) IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BOQ or after Reverse Auction as applicable.

xviii) The Bidders are advised to submit their offers strictly as per the terms and conditions and specifications contained in the tender document and not to impose conditions/ counter conditions. Conditional tenders received subsequent to the pre bid meeting shall be liable for rejection. The Corporation reserves the right to accept any tender in whole or reject any or all tenders without assigning any reasons.

xix) Since the tendered works is in the nature of works contract, no price or purchase preference shall be applicable to PSUs (State & Central), JVs of IOCL & MSEs/NSICs/Startups in this tender.

xx) Allocation decided by IOCL shall be final and binding on all the bidders.

27. OTHER EVALUATION CRITERIA:

i. Bidders shall submit declaration on proceedings under Insolvency and Bankruptcy Code, 2016. Offer will not be considered of bidder(s) in the following cases:

If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of evaluation of bid.

In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, the bid of the next higher eligible bidder will be considered for further processing. EMD of such bidder shall be returned.

Wherever no deviations are desired from specific terms and conditions, please note that the bidder's offer shall be rejected, if they take deviations. A confirmation to this effect may be taken before finalisation of techno commercial evaluation.

28. Taxes and Duties

Tax Conditions for Works Contracts:

28.1 The quoted price shall be comprise of basic rate and SGST & CGST/ IGST.

28.2 The Bidder/Contractor shall not directly consign any material under their scope of supply to Owner.

28.3 If during the period from the date of submission of the bid (or final price bid, if applicable) of the contractor to the date of Scheduled Mechanical Completion/ completion of the entire work(s) or during any time extension granted thereof, there is an increase in the rate of output tax (Goods and Services Tax (GST) etc.or any new output tax is introduced in addition to, or, in lieu of the existing taxeswhere the total financial implication on account of new output taxes is more andarises within the said contractual completion period, IOCL shall reimburse the additional tax burden

Beyond the contractual completion period also (including any grant of timeextension), IOCL shall reimburse the additional tax burden, limited to its ITC entitlement on the increase in output taxes or new output taxes, as per applicable law. In other cases, Contractor shall bear the increase in the rates of existing taxesor any new output tax.

Similarly, if there is any reduction in any of the said taxes, the contractor shall passon the benefit of such reduction to IOCL by invoicing at the applicable reduced rate.

28.4 It would be the responsibility of the Bidder/Contractor to get the registration withthe respective Tax authorities. Any taxes being charged by the Bidder/Contractorswould be claimed by issuing proper TAX Invoice indicating details /elements ofall 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 OWNER's registration number as applicable for particular supply on all invoices raised on OWNER.

Bidder/Contractor to mention the correct GSTIN number from where the supply is proposed to be undertaken. Further the Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.

In case the Bidder/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 Bidder/Contractor should confirm the same. Furtherthe Bidder/Contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on OWNER. In such cases, biddershall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST.

In case the Bidder/Contractor is falling under Unregistered category, the Bidder/Contractor should confirm the same.

28.5 Bidder has to obtain GSTIN registration at the location where Works Contract

Services are to be performed or carried out. In case of other type of services, Biddermay decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/executed.

28.6 Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwisethey are exempted as per GST Laws & Rules. Offers without GSTIN shall be treated at par with "Unregistered" Taxable

28.7 In case the Bidder/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. GST liability, if any, on OWNER under reverse charge will be included for the purpose of evaluation.

28.8 Depending upon the nature of service of subject tender, category of services, service accounting code (SAC) and applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the technical bid.

28.9 If the bidder deviates w.r.t. category of services, service code and GST rate as perthe format given by OWNER in the technical bid, then details with proper justification must be provided.

28.10 In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid, but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmedor quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before submission of first bill under Contract.

28.11 In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the Annexure of this manual.

28.12 Bid evaluation shall be done after considering GST Rates and Service AccountingCode (SAC) quoted or confirmed as per the format provided in the Technical Bidor and shall be evaluated on gross tax basis i.e. after including amount of GST soquoted or confirmed.

28.13 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 mentionedin 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.

28.14 CGST & SGST (or UTGST) or IGST, as the case may be, shall be released onlyon receipt of GST Invoice containing the following details as per applicable GSTlaws: -

(i) Name, address and GSTIN of the supplier;
(ii) A consecutive serial number of the invoice;
(iii) Date of issue;
(iv) Name, address and GSTIN or UIN, if registered of the recipient;
(v) Name and address of the recipient and the address of the delivery, along withthe State and its code,
(vi) HSN Codes or Service Accounting Code (SAC);
(vii) Description of goods or services;
(viii) Total value of supply of goods or services;
(ix) Taxable value of supply of goods or services taking into discount or abatement if any;
(x) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
(xi) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);

(xii) Place of supply along with the name of State, in case of supply in the courseof inter-state trade or commerce;

(xiii) Address of the dispatch point where the same is different from the place of supplier;

(xiv) Whether the tax is payable under Reverse Charge basis and

(xv) Signature or digital signature of the supplier or his authorized representative.

(xvi) Quick response code having embedded invoice reference number(IRN) in case invoice issued under rule 48/4.

28.15 E-invoicing under GST has been implemented w.e.f. 1st August 2023 for all thetaxable person having turnover more than Rs. 5 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number(IRN) and QR code as generated from Govt. portal on a Tax invoice.

Bidder/ Vendor who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law, as may be applicable at the time of raising of invoice, shall ensure the compliance of requirement of EInvoicing under GST law. All the payments to such Bidder/Vendor who is liable to comply with provisions of E-Invoicing as per GST Laws shall be made against the proper e-invoice(s) only.

28.16 The Bidder/Contractor shall take steps viz. mention relevant GSTIN of OWNER in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER 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. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time .

28.17 The Bidder/Contractor would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to OWNER along with other consequential implications in cases where Bidder/Contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filling of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to OWNER. In case, Bidder/Contractor does not issue credit note to OWNER, OWNER would be constrained to recover the amount with consequential implications including interest / penalty payable.

28.18 It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delayin delivery is effected by the Owner.

28.19 Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER as long as the same is within the permissible time limit as per the respective taxation laws and also permissibleunder the Contract terms and conditions. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.

28.20 The Bidder/Contractor will be under obligation for quoting/charging correct rateof tax as prescribed under the respective Tax Laws. Further the Bidder/Contractorshall avail and pass on benefits of all exemptions/concessions/benefits/waiver orany 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 servicesor understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by OWNER.

28.21 In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.

28.22 In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/ recovered from the Invoices/Claim of the Bidder.

28.23 Wherever provisions of Tax deduction at Source (TDS) are applicable under theCGST / SGST / UTGST/IGST Act,2017 on supplies of goods or services or bothto OWNER, tax will be deducted from the invoice raised and deposited with theauthorities by OWNER. OWNER shall file the TDS return on GST Portal on thebasis of which Credit can be availed by the bidder/ contractor.

28.24 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 whatevername it is called. Contractor will be under obligation for proper utilization of roadpermits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation costto IOCL.

IOCL shall on no account be responsible for delay or hold up due to the timely nonavailability 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.

Annexure 8 (1)

Tax Quotation/ Declaration

Note: In case the bidder seeks any deviation w.r.t. category of service, Service Accounting Code (SAC) and GST rate as pre-determined by OWNER, Bidder should provide the details with proper justification.

29. Income Tax

Name of Work:		
Tender No.:		
E-Tender Id:		
Place of Service:		
Name of Bidder:		
Bidders is requested to quote as below:		
GSTIN registration number		
Particulars	To be confirmed by Bidder (see Para above and note Below)	
Applicable Service Category (for GST purposes)	To be by provided Owner.	
Applicable % of GST	To be by provided Owner.	
Service Accounting Code(SAC) for selected Service Category	To be by provided Owner.	
Kindly confirm the following Yes or No:		
1. Whether Service Covered under Reverse Charge? [At present Services of GTA, Legal and Sponsorship, among others, are covered under GST Laws]		
2. Whether the bidder is exempted from registration under GST (Turnover of less than Rs 20 Lakh/ 10Lakh in case of special category States)		
3. Whether Bidder is under Composition Scheme as defined under section 10 of CGST Act,2017?		

29.1 The Bidder/Contractor shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the Bidder/Contractor.

29.2 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 Certificate as per provision of the Income tax Act and Rules shall be issued to the Bidder/Contractor.

29.3 Bidder/Contractor should mandatorily provide the PAN. If PAN is not provided,TDS would be deducted at higher rate as per the provisions of Income Tax Act. TDS would also be deducted at higher rate if Bidder / Contractor is categorized as "Specified Person" by Income Tax Authorities for non -filling of return as perthe provisions of the Income Tax Act.

29.4 All amounts in this BID for supply of equipment, machinery, catalyst or any other supply of goods made from outside India shall be gross of withholding tax levied under Indian Income Tax or Double Taxation Avoidance Agreement. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such supplies. All relevant documents for such payment shall be provided to the bidder/contractor.

29.5 All amounts in this BID for services from within India in INR shall be gross of Indian TDS. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such Indian Services. All relevant documents for such deduction shall be provided to the bidder/contractor.

29.6 Withholding tax / tax deductible at source is applicable to all payments to be made to the CONTRACTOR. Withholding / deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention or Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor/bidder to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor (b) Electronically generated Form 10F as described in Income Tax Rules, 1962 (c) A declaration in specified format in lieu of Permanent Account Number (PAN) and (d) No PE Certificate.

29.7 The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction /withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding / deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.

30. PP-LC (PURCHASE PREFERENCE – LINKED WITH LOCAL CONTENT): is applicable for this tender.

30.1. This Tender is indivisible, and the works cannot be split. Hence the entire works shall be awarded to lowest bidder, i.e L-1 bidder in line with the guidelines mentioned above.

30.2. The details on PP-MII policy and its applicability upon award, shall be as per the details given in the Technical Bid document.

30.3. The Public Procurement (Preference to Make in India) Order 2017, revision dt. 19.07.2024 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/24/2017-FP-PNG (E-17013) dt 21.08.2024 shall be applicable for all tenders as detailed hereunder.

30.4. The supplier classification, margin of purchase preference along with broad allocation, exemption limit for purchases and eligibility of suppliers for different types of procurement shall be as follows:

SN	Description	Details
1	The PP-MII Order 2017 shall be applicable for procurements of Goods, Works and Services.	
2	The definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 – Revision dated 16.09.2020 issued by DPIIT.	
3	Supplier Classification:	
a.	Class-I Local supplier	LC >= 50%
b.	Class-II Local supplier	LC >=20% < 50%
c.	Non-Local supplier	LC < 20%
4	Margin of Purchase preference (PP- MII)	20% (i.e. L1+20%)
5	Eligibility of suppliers for different types of procurement: Only Class-I local supplier and Class-II local supplier shall be eligible to bid in this tender. All bidders (including MSE's) have to mandatorily confirm their minimum local content in the format provided in the tender.	
6	Verification of local content The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provides self -certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of the location(s) at which local value addition is made. In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment	

SN	Description	Details
	for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Clause 9h. of the Order.	
7	Reciprocity Clause: The following stipulation shall be a part of all tenders invited Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except the list of items published by the Ministry/Department permitting their participation. The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.	
8	All Bidders participating in the tender shall submit LC declaration as Class I, Class II or Non-Local supplier. The formats for Bidders Declaration /Undertaking on classification regarding Local Content (LC) are attached.	
9	Purchase preference and broad allocation applicable under only PP-MII Order 2017: A) Subject to the provisions of the PP-MII Order 2017 and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to Class-I local supplier in procurements undertaken by procuring entities as per the eligibility of suppliers for different types of procurement in the manner specified hereunder: a) In the procurement of goods or works which are not divisible in nature and in the procurement of services where the bid is evaluated on price alone, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per the following procedure: Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class-I local supplier, the contract for the full quantity shall be awarded to L1. If L1 bidder is not a Class-I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local suppliers quoted price falling within the margin of purchase preference and contract shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible Class-I local supplier fails to match the L1 price the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be accorded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder. b) Class-II local supplier will not get purchase preference in any procurement undertaken by procuring entities.	
10	Other provisions shall be as per the details given in the Public Procurement (Preference to Make in India) Order 2017 including amendments issued from time to time.	

30.5. **General Guidelines on Preferential Bidding:** As covered in detail in para **21.3** of PART B of tender document.

- For availing purchase preference, bidders must necessarily update the necessary details in their profile in My Accounts Menu in the e-tender (NIC) portal. Bidders who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories. Merely updating the bidder Profile does not make the bidder eligible for Purchase Preference for this tender. The bidder must select "Yes" option in "Avail Preferential Bidder Option" and upload the valid preference document for the same, for claiming preferential benefit.

- Therefore, the methodology with respect to acceptance of claimed "Preference Category" in preferential bidding for the sole purposes of allocation shall be as per the following matrix:

Case	**Selection of preference category in e-portal by bidder**	**Valid document for preferential treatment to be submitted by bidder**	**Modality for preferential treatment in tender evaluation**
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment
3	NO	YES	To be considered for preferential treatment, wherever applicable
4	NO	NO	Will not be considered for preferential treatment.

31.0 MISCELLANEOUS:

31.1 Foreign Currency conversion rates: In case of credentials in foreign currencies, the same will be converted to INR based on SBI TT Selling rate **as on the date of qualifying work order**.

31.2 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.

31.3 The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per NIT/Tender.

31.4 Legal dispute, if any, arising during the evaluation of the tender or after placement of LOA shall be within the jurisdiction of local courts

a) For disputes up to stage of LOA – Mumbai.

b) For disputes during execution stage – Mumbai.

31.5 For Original Document Verification:

Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s).

Document verification with originals may be carried out after opening of price bids for the short-listed bidder(s) only.

In such event, Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited.

For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor

31.6 IOCL reserves the right of cancellation of the tender without assigning any reasons whatsoever. Indian Oil reserves the right to revise/extend any Date/time from schedule timelines of published tender.

31.7 The Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reasons.

31.8 IOC shall not be bound to accept the lowest tender and reserves right to accept any tender. Decision of IOCL, in this connection shall be final.

31.9 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 rate is banned. Wherever the rates are corrected with white / erasing fluid, the bids will be summarily rejected.

31.10 Canvassing for information or submission of forged or false documents / information by any Bidder shall make the offer invalid. In addition, action shall also be taken by IOCL for forfeiture of EMD as well as putting the Bidder on Holiday list.

31.11 Tenderers are advised not to send or upload un-necessary /unsolicited documents. The same will not be evaluated.

31.12 The Bidder is required to submit valid documents for taking GST credits as applicable during execution of contract and comply with all prevailing statutory requirement as per Govt. rule. depending on the product (GST/VAT) usage for tendered items.

31.13 No suo – moto reduction in prices quoted by the bidder shall be permitted after opening of the bids. If any bidder unilaterally reduces the prices quoted by them after opening of bids, the bid of such bidder will be summarily rejected.

31.14 Negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Negotiations if required, will be held with the lowest bidder/ deemed lowest bidder only.

Negotiation shall be done as a time bound exercise and the same should, normally, be completed within 7 working days to be counted from the working day immediately following the approval date for negotiation. In case the negotiation is not completed within 7 working days, approval with justification for such deviations shall be taken from the competent authority who had originally approved the negotiation.

31.15 It will be treated that a person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a Company format.

a. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
b. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which as submitted the bid or is a member of any association of persons which has submitted a bid.
c. A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a Director of the Company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.

31.16 Any query with regard to rejection of the tender may be forwarded to, **General Manager I/c (M&C), WR,** E-mail: borgohainr@indianoil.in

31.17 All Bidders must have Type III or above Digital Signature Certificate and have to register themselves in the above website in order download the tender and Bid for the same.

31.18 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.

31.19 The language of all the documents to be in the Tender shall be in English. For all documents in other than English, translated document through a Sworn/ Certified Translators shall be submitted as part of the bid documents at no extra cost to IOCL.

31.20 CONTACT PERSON & OFFICE ADDRESS:

Ms. Asmita Paul
Senior Manager (M&C)
Tel : 022-26722764
Email: paulasmita@indianoil.in

32.0 RIGHT OF OWNER TO ACCEPT OR REJECT TENDERS

a) The tender process can be abandoned without assigning any reason thereof. No compensation shall be paid for the efforts made by the bidder.
b) IOCL reserves the right to reject any or all of the tenders or any part of a tender so received, and no compensation shall be paid for the efforts made by the bidder. Reasons for rejection shall be disclosed on written representation by the concerned bidder whose bid is rejected.
c) No bidder shall contact the OWNER on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded. Any effort by a Bidder or Bidder's agent, consultant or representative, howsoever described to influence the OWNER in any way concerning scrutiny, consideration, evaluation or computation of the Bid(s) or decision concerning award of contract shall entail rejection of Bid.
d) Although, ordinarily the lowest responsive bid amongst the bids submitted by bidders and considered by the OWNER as qualified and competent, shall be preferred, the OWNER reserves the right not to accept the lowest bid if, in its opinion, this would not be in interest of the works.

33.0 Invalid Bids/Bids liable for rejection

Bid is invalid and shall be rejected in the following circumstances:

(i) Does not fulfill minimum qualification criteria prescribed in the tender documents.
(ii) In case the bidder misrepresents facts or submits, forged, false or fabricated document.
(iii) Bidder is holiday listed as per prevailing holiday listing guidelines.
(iv) If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of evaluation of bid.

Bid is also liable for rejection if the bidder:

(i) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded before closing date and time of tender

(ii) Stipulates the validity period of the bids lesser to what is stated in the tender document.

(iii) Stipulates his own conditions and refuse to withdraw them.

(iv) Does not disclose the full names and addresses of all his partners in the case of a partnership concern.

(v) Does not fill in and sign the tender acceptance formats as specified in the tender.

(vi) Does not have his PF Code/ number from the Regional Provident Fund Commissioner (In very small tenders, where estimated value is less than Rs. 5 Lakh, PF may not be needed). However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.

(vii) If the bids are partly quoted

(viii) If the bids contain unacceptable terms and conditions.

(ix) Any discrepancy done with the BOQ uploaded on the e-tender portal.

(x) Offer from following types of bidder will not be accepted

(a) Who are under liquidation, court receivership or similar proceedings.

(b) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between price-bid-opening and award-of contract, then the bid of the next eligible bidder will be considered for further processing.

(c) Consultant or their subsidiary company or companies under the management of consultant for execution of the same project for which they are working as consultant.

(d) Foreign bidders participating in domestic /national tender.

(e) Offer from joint bidders / consortium, unless specifically permitted in the tender for such bidding.

Un-priced Bid" should not contain any prices or indication thereof. However in case a bidder mentions the prices in the un-price bid, the bid shall still be considered as valid bid, but the incidence shall be highlighted in the Price Bid Opening and Order placement proposal.

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Signature Not Verified

Digitally signed by ASMITA PAUL
Date: 2025.09.08 16:40:33 IST
Location: Indian Oil Corporation Ltd-IOCL