

## SPECIAL INSTRUCTIONS TO TENDERERS

### SUBMISSION OF OFFER

- 1) The offer shall be submitted in “two bid system” in two parts viz. Technical Bid (Part - I) and Price Bid (Part - II) as detailed below in two separate sealed envelopes and the two envelopes put in another main envelope super scribing clearly “OFFER FOR COVERED STORAGE YARD NEAR IOCL TERMINAL JNPT TO IOCL” with a note "QUOTATION - DO NOT OPEN" written prominently. The full name, postal and telegraphic address, FAX number of the tenderer shall be written on the bottom left corner of the envelope. Further, both envelopes containing each part shall be super scribed as under;

<b>Part - I (Technical Bid)</b>	Technical details of the property duly filled in all respects with supporting documents (like Title Deed, Patta, Revenue stamps Latest non encumbrance certificate), duly signed in all pages and put in duly sealed envelope super scribed as “ <b>Technical details of COVERED Storage yard NEAR IOCL TERMINAL JNPT</b> ”. It should not contain any prices whatsoever.
<b>Part - II (Price Bid)</b>	Price portion of the offer ( <b>not to be opened along with Part – I</b> ) shall be submitted separately in sealed cover super scribed as “ <b>PRICE BID of COVERED Storage yard NEAR IOCL TERMINAL JNPT</b> ”. It shall be noted that this part shall contain only PRICES and no conditions whatsoever. Any condition mentioned in <b>Price Bid</b> shall not be considered at the time of evaluation and may make the offer liable for rejection.
<p><b>The envelopes containing the price bid and technical bid should be together enclosed in a large envelope duly sealed and addressed to the undersigned super scribing clearly “OFFER FOR COVERED STORAGE YARD NEAR IOCL TERMINAL JNPT TO IOCL” with a note "QUOTATION - DO NOT OPEN".</b></p> <p><b>In case, the envelopes are not sealed or price is mentioned in technical bid or the main envelopes containing 2 envelopes is not super-scribed with location of offered covered storage yard, the offer shall be rejected.</b></p>	

- 2) The tender shall be completely filled in all respects and with requisite information and annexures. Incomplete tender / tenders not supported by requisite documents may not be considered. Decision of IOCL, in this regard, shall be final & binding on the tenderer.
- 3) All pages of all the Chapters/ Sections of tender documents shall be initialized at the lower right hand corner or signed wherever required in the tender documents by the owner of the premise.

- 4) **Blank Price bid enclosed with Technical bid and the same is to be duly signed indicating QUOTED OR NOT QUOTED.**
- 5) All corrections and alterations in the entries of tender papers shall be signed in full by the Tenderer and dated. No erasers or over-writings are permissible. Use of correcting fluid is strictly prohibited. **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.**
- 6) **No condition shall be mentioned in Part – II (Price Bid).**
- 7) All taxes as applicable (**except GST on rental services**) shall be payable by the owner and shall be included in the rate and prices quoted by the owner. The quoted bid prices shall accordingly be all inclusive and firm. **GST shall be additional.**
- 8) **The bidder has to quote the rent per month on lumpsum basis for the COVERED storage yard and the rent will be inclusive of all (including provision of round the clock security personnel, taxes, incidental charges, if any) and inclusive of all taxes except GST as applicable.**
- 9) The tenderer shall submit the tender on or before the due date and time set out for the same.
- 10) **TENDERS SUBMITTED BY E-MAIL/FAX/TELEGRAM WILL NOT BE ACCEPTED.**
- 11) Tender documents as submitted by tenderer shall become the property of the IOCL and IOCL shall have no obligation to return the same to the tenderer.
- 12) **The price offered by the tenderer shall not appear anywhere in any manner in the Technical Bid.**
- 13) The offers may also be sent by post/courier to the office of the tender issuing authority office. However, IOCL accepts no responsibility for any loss/delay/non-receipt of offers not submitted in person in tender box. Offers received late/incomplete are liable for rejection.
- 14) IOCL reserves the right to accept/reject any or all offers.
- 15) If the last date of receiving/opening of tender coincides with a holiday, then the next working day shall be the receiving/opening date.
- 16) The tender documents should be sealed properly. The offers received in envelope without proper sealing shall be liable for rejection.
- 17) The tenderer shall keep his offer open for a period of not less than **three months** from the date of opening of the tender.
- 18) Any legal dispute shall be within the jurisdiction of local court at Mumbai.
- 19) Documents furnished along with the offer will be scrutinized after opening of Technical bids and further technical queries may be asked if required. Based on replies received from Tenderers further technical evaluation will be done and intimation will be given to technically acceptable Tenderers thus established, before opening of priced bid.

#### **RIGHT OF IOCL TO ACCEPT OR REJECT TENDERS**

1. The right to accept in full or in part/parts the offer will rest with IOCL.
2. The storage yard meeting all technical criteria, most suitable as decided by IOCL and offered at the negotiated mutually agreed monthly rent may be considered for taking the same on lease for subject purpose.
3. The price bid of most suitable technically acceptable bid as decided by committee of IOCL shall only be opened. And if required price negotiation shall be carried out with the bidder. If the price negotiation is not successful, then price bid of 2<sup>nd</sup> most suitable technically acceptable bid shall be opened and said proceeding shall be followed till finalization of storage yard.

4. However, IOCL does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders received without assigning any reason whatsoever.
5. Tenders in which any of the particulars and prescribed information is missing or is incomplete in any respect and/or the prescribed conditions are not fulfilled shall be considered non-responsive and are liable to be rejected.
6. The Tenderer should note that the tendering can be abandoned/ cancelled, if IOCL deems fit, without assigning any reason whatsoever. No compensation shall be paid for the efforts made by the interested bidders.
7. The lease can be terminated by IOCL before the expiry of lease period on giving advance notice of one month in writing to the house owner.

#### **NEGOTIATIONS**

1. Negotiations will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations.

#### **CURRENCIES AND PAYMENT**

1. Tenderers shall quote their prices in Indian Rupees only.
2. All payments will be made in Indian Rupees only.
3. All the payment in Indian Rupees shall be released through e-banking only. Successful bidder shall submit details of their Bank Account for e-payment purpose.

#### **PLACE OF PAYMENT**

1. Billing address for all the payments in Indian Rupees only shall be the office of the Deputy General Manager (C), Mumbai ATF, JNPT Complex as detailed below:

**Indian Oil Corporation Limited**  
**Pipelines Division**  
**Mumbai ATF, JNPT Complex Plot No.-8, Near Port User**  
**Building Inside J.N.P.T. Terminal, J.N.P.T. Road, Vill.-**  
**Jaskhar, Uran, Dist. - Raigad, Maharashtra- 400707**

2. E-payments shall be released through Vendor Invoicing Management