



**IndianOil**

**INDIAN OIL CORPORATION LIMITED**

**(PIPELINES DIVISION)**

**EXPRESSION OF INTEREST (EOI)**

**FOR ESTABLISHING HOLIDAY HOME AT UDAIPUR  
(RAJASTHAN)**

**(EOI Ref NO: WRPL/HR/ES/017)**

*Prepared and Issued By:*

**INDIAN OIL CORPORATION LTD.  
(PIPELINES DIVISION)**

**WESTERN REGION PIPELINES  
MORBI ROAD, GAURIDAD**

**P.B. NO. 1007, BEDIPARA, RAJKOT-360003 (GUJARAT)**



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**INDIAN OIL CORPORATION LIMITED  
WESTERN REGION PIPELINES  
MORBI ROAD, GAURIDAD  
P. B. NO. 1007, BEDIPARA, RAJKOT-360003 (GUJARAT)**

**NOTICE INVITING EXPRESSION OF INTEREST (EOI)  
(TWO BID SYSTEM)**

Sealed offers are invited on a two bid system i.e. (a) Technical Bid & (b) Financial Bid from interested parties offering 04 rooms in their premises on lease to Indian Oil Corporation Limited for Holiday Home purpose at Udaipur (Rajasthan).

1.	Name of the work	<b>Hiring of 04 rooms on lease rent basis for establishing Holiday Home at Udaipur (Rajasthan)</b>
2.	Type of EoI	<b>Open (Two Bid System)</b>
3.	Availability of EoI documents	<b>Complete EoI documents may be downloaded from our website <a href="http://www.iocl.com">www.iocl.com</a></b>
4.	Start date for issuance of EoI	<b>26.12.2023 to 08.01.2024 (On working days: 10:00 AM to 5:00 PM)</b>
5.	Last date of submission of EoI	<b>08.01.2024 (05:00 PM)</b>
6.	Date of opening of EoI (only Technical bids)	<b>10.01.2024</b>
7.	Place of submission of EoI	<b>Indian Oil Corporation Ltd. (Pipelines Division) Western Region Pipelines Morbi Road, Gauridad P. B. No. 1007, Bedipara Rajkot-360003 (Gujarat)</b>
8.	Mode of submission of EoI documents	<b>Through Post/Courier so as to reach before the due date &amp; time</b>
9.	Office Address (Issuance/Submission)	<b>Senior Manager (Employee Services) Indian Oil Corporation Limited (Pipelines Division), Western Region Pipelines Morbi Road, Gauridad P. B. No. 1007, Bedipara Rajkot-360003 (Gujarat) x E-mail: <a href="mailto:guptaabhishek@indianoil.in">guptaabhishek@indianoil.in</a></b>

The IOCL shall not be liable for any postal delays whatsoever in receipt of EOI documents and EOI received after the stipulated date & time shall not be entertained.

The IOCL reserves the right to have negotiations with any or all, accept or reject any or all of the EOIs received or annul this process at any time without assigning any reason whatsoever.

## INSTRUCTIONS TO THE APPLICANTS / BIDDERS

### Submission of EOI:-

The EOI is to be submitted in two (02) separate sealed envelopes and both the envelopes are to be placed in another bigger envelope. This outer envelope is to be superscribed as **“OFFER FOR HOLIDAY HOME AT UDAIPUR (RAJASTHAN)”** and it should be duly sealed and delivered at the following address on or before the scheduled date and time i.e. **08.01 2023 up to 05:00 PM.**

To  
The Senior Manager (Employee Services)  
Indian Oil Corporation Limited (Pipelines Division),  
Western Region Pipelines  
Morbi Road, Gauridad  
P. B. No. 1007, Bedipara  
Rajkot-360003 (Gujarat)

**Envelope-I** – Superscribed as **“Technical Bid” for Holiday Home at Udaipur (Rajasthan)** shall contain the followings:

- i. Brief profile of the applicant/owner of the premises showing the following:-
  - a) Name of the applicant/ owner/ Director(s) of the Company with brief organization chart.
  - b) Memorandum and Article of Association in case of a Company.
- ii. Copy of Power of Attorney (PoA)/ Partnership Deed/ Board Resolution), duly attested by Notary Public, authorizing the person who signs & submits the EOI.
- iii. Any other information as required to be submitted along with the EOI.

**Envelope-II** – superscribed as **“Financial Bid” for Holiday Home at Udaipur (Rajasthan)** shall only contain the duly filled-in, signed & stamped Price Bid (envelope properly sealed).

### Other general instructions:-

1. The EOIs received after the due date and time shall not be considered.
2. IOCL shall not be responsible for any postal/courier or other delays and applicant should take care to ensure the submission of EOI(s) at above-mentioned place before due date and time.
3. Offers sent by fax/e-mail/ by-hand shall not be accepted.

4. All alterations, erasure(s) and/or over-writing(s), if any, should be duly authenticated by the person signing the EOI.
5. All Proforma forming part of EOI documents has to be duly filled-in, signed and stamped by the applicant.
6. The rates offered by the applicant/owner(s) shall initially remain valid for a minimum period of **4 months** from the date of opening of the EOIs. The validity of offers may also require extension of time with the consent of the applicant/owner(s).
7. Mere submission of offers/ EOIs will not be treated as acceptance/ selection of the offer. The property will be selected based on detailed analysis and evaluation of offers considering various factors including those mentioned in the technical information/ criteria of evaluation.
8. Conditional bids may be rejected.
9. The IOCL reserves the right to negotiate (through single or multiple rounds of negotiations) the price/rate with any or short-listed or all the intending applicant(s).
10. The unilaterally revised offer/rates received from the applicants, after conclusion of the process of negotiations, shall not be entertained under any circumstances.

**11. CRITERIA FOR SELECTION OF HOLIDAY HOME ON LEASE BASIS:-***(To be filled by bidder)*

The following criteria, with or without modifications, shall be adopted for short-listing of the property for Holiday Home at Udaipur (Rajasthan):-

<b>Sl. No.</b>	<b>Parameter/Criteria</b>	<b>Value</b>	<b>Confirm by Applicant (Yes/No)</b>
1.	Location	Within 10 Km from center of Udaipur city	
2.	Type of Property	Independent House/Villa/ Bungalow, Residential Flat/ Apartment/ Part of Hotel or Resort	
3.	No of rooms	4 furnished with attached toilets	
4.	Caretaker, Housekeeping Facilities including dining area for 12-15 person at time	Owner scope or provide permission to setting up aforesaid facilities by IOCL	
5.	Power Backup	24 hours	
6.	Lift Facilities	Yes in case of multi-storey (round the clock)	
7.	Car Parking	At least 04 four wheeler vehicle at a one time	
8.	Entrance in premises	Separate entry (Preferably)	
9.	Security	Round the clock	
10.	Approach Road of premises	Motor able for four wheeler vehicle	
11.	Condition of Furniture, Electrical & Electronic, Sanitary fittings Items etc (if provided by owner)	Workable and good conditions	
12.	Ambience and Surrounding of premises	Hygienic, neat and clean	
13.	Public Transportation	Should be available nearby or available as and when basis.	
14.	Availing amenities of premises (Swimming Pool, Restaurant, Roof Top Garden, Gym, Play Zone, etc.)	On complimentary basis	
15.	Lease + Extension Period	2 Years + 2 Years	

## GENERAL TERMS & CONDITIONS

1. The offered premises should have minimum following:-
  - a. Premises should have at least **04 rooms** with provision of double bed in each room and attached toilets in case of Independent House/Villa/Bungalow/Residential Flat/Apartment or part of Hotel/Resort.
2. The premises should be well maintained and located within 10 Km from centre of Udaipur city.
3. Accommodation provided in one room shall be utilized for accommodation up to maximum 4 persons (including 2 adults and 2 children below 10 years).
4. The rentals and other charges of specified room will be paid for guaranteed usage on lease basis for **365 nights** in a year. However, in case the party fails/denies to provide rooms, amount equivalent to double the room rate per room per day shall be deducted from the monthly bill.
5. The contract will be for a period of **2 years** with a provision of extension for further **2 years** with 5% escalation on rates during extension period on the same terms and conditions at the discretion of Indian Oil Corporation Limited. However, in case of unsatisfactory performance of the party, the contract can be terminated by giving 01 (One) month advance notice.
6. Each room should have a double bed with mattresses & pillows with covers, AC, TV with cable / dish connection and adequate lighting/fixtures. Extra mattresses with pillows & bed covers, if required, shall be provided at no extra cost.
7. The rooms should have attached bath, having a washbasin with mirror, shower, water taps, toilet, hot and cold-water facility, 1 geyser, 2 bath towels, 1 bucket and mug set. Decent Toiletries-set (one each per stay) consisting of shower gel, shampoo, conditioner and body lotion in the rooms.
8. Each room should have bed sheets, pillow covers, 2 towels, 2 blankets/ quilts and cleaning of the same on alternate day or earlier in case of change of occupants except blanket/quit which requires cleaning monthly.
9. The party will charge one bill on Monthly Basis for room rental charges on lease (combined for all 4 nos. rooms).
10. Payment of the above shall be made on Monthly basis through E-Payment Mode.
11. The IOCL agrees to make payment of total consideration as per above mentioned terms and conditions to applicable tax deducted at source (TDS). The IOCL also agrees to issue TDS certificate within a reasonable time.
12. The rates shall remain fixed for **02 (Two) years** and are inclusive of all taxes, Luxury Tax, Service Tax/Charges. GST at applicable rate will be paid in addition to the

monthly Rental and Other Charges. An increase in rates, taxes, cess or introduction of any new taxes, cess, etc. as levied by the Govt. shall not be a ground for increase in the lease amount.

13. The party will always facilitate in providing following services;
  - a. Breakfast/Lunch/Dinner to guests at discounted rates
  - b. Provision of First Aid Box, Heat Convector in rooms
  - c. Supply of daily newspapers in rooms
  - d. Round the clock power-back up facility for regular availability of power
  - e. Wi-Fi/Internet facility
14. The maintenance of property shall be at owner's cost and shall include daily sweeping/cleaning/mopping of rooms, maintenance of electrical appliances, including civil maintenance and Pest control services etc., as and when required, in the rooms.
15. The bidder must inform 90 days in advance for non-availability of rooms for any maintenance/repair purposes or any such situation that may arise. Non-availability of rooms shall not exceed 15 days in a year.
16. Due to any unforeseen circumstances or lock down declared by central government/state government, 50% charges of lease agreement would be paid for the period of lock down.
17. **Income Tax:**
  - a. Income Tax along with surcharge of Income Tax as applicable at the prevailing rate on the gross amount billed shall be deducted from the Contractor's bill as per applicable laws.
  - b. Notwithstanding anything contained anywhere in the Tender documents or any intimation, notice, questionnaire, clarification, correspondence or communication at any time before submission of Tender, the following clauses shall apply for the purpose of Income tax/TDS/Withholding Tax described herein below:-
    - The BIDDER shall be exclusively responsible and liable to pay taxes on income comprised in all or any payments arising out of the Contract; whether payable/paid in India or in any other jurisdiction and quoted prices shall be inclusive of Income Tax.
    - All amounts in this Tender for supply of equipment, machinery, catalyst or any other Supply of goods made from outside India is not liable for any withholding tax in India because title to goods are transferred in favour of OWNER outside India. However, in case it is applicable, all amounts in this Tender for supply 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 Owner.

- Withholding tax/tax deductible at source is applicable to all payments of Services to be made to the BIDDER. Withholding/deduction are required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident BIDDERS, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Income Tax Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the 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 BIDDER (b) Form 10F as described in Indian Income Tax Rules, 1962 and (c) PAN No as per Indian Income Tax Act or a declaration in specified format in lieu of Permanent Account Number (PAN) (d) No Permanent Establishment Certificate (if applicable).
- The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lower rate if the BIDDER is able to justify to the Income Tax Authorities such lower 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 BIDDER that prior to release of any payment due to the BIDDER under the Contract that the BIDDER 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 BIDDER shall be made by the OWNER after Withholding/deduction at the highest rate as may be applicable to the non-resident BIDDERS as per Provisions of Income Tax Act, 1961.

#### **18. Goods and Services Tax (GST) Conditions for Works and Service Contracts:-**

The following Goods and Services Tax (GST) conditions are as applicable:

- i. The quoted price shall be Inclusive of SGST and CGST/ IGST. GST rates are to be quoted separately.
- ii. GST amount shall be paid to the contractor at actuals against submission of invoice issued in accordance with the Invoice Rules.
- iii. In case of recovery on account of License Fees on Land, Owner shall issue an Invoice including applicable GST for adjustment against RA/ Final Bills.
- iv. The contractor shall not directly consign any material under their scope of supply to Owner.



- v. 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, Bidder may 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.
- vi. Bidders are to necessarily indicate their Goods and Services Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are exempted as per GST Laws and Rules. Offers without GSTIN shall be treated at par with "Unregistered" Taxable Person as described in Clause No. 17.3.9 below.
- vii. 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.
- viii. If the bidder deviates w.r.t. category of services, service code and GST rate from that as per the format given by IOCL in the technical bid; the details with proper justification must be provided.
- ix. In case a Bidder declares that he is not required to be registered under GST laws and Rules, he shall be treated as "Unregistered Taxable Person". In such case, Owner is liable to pay GST under reverse charge and therefore, for the purpose of evaluation, bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner.
- x. 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 confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before first payment under Contract is released.
- xi. In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the specified Annexure.
- xii. Bid evaluation shall be done after considering GST Rates and Service Accounting Code (SAC) quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed. Owner shall not be liable to pay or reimburse rate of GST actually invoiced which is in excess of GST rate quoted or confirmed by the bidder.
- xiii. In case a Bidder claims that he has opted for Composition Scheme as defined in Section 10 of CGST Act, 2017, he shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST.
- xiv. CGST and SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details:
  - a) Name, address and GSTIN of the supplier.

- b) A consecutive serial number of the invoice.
  - c) Date of issue.
  - d) Name, address and GSTIN or UIN, if registered of the recipient.
  - e) Name and address of the recipient and the address of the delivery, along with the State and its code.
  - f) HSN Codes or Service Accounting Code (SAC).
  - g) Description of goods or services.
  - h) Total value of supply of goods or services.
  - i) Taxable value of supply of goods or services taking into discount or abatement, if any.
  - j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess).
  - k) 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).
  - l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce.
  - m) Address of the dispatch point where the same is different from the place of supplier.
  - n) Whether the tax is payable under Reverse Charge basis and.
  - o) Signature or digital signature of the supplier or his authorized representative.
- xv. It shall be the obligation on the part of Bidder/ Vendor to discharge his liability by payment of GST to Government of India or utilization of Input Tax credit in respect of such supply of goods or services through GST Invoice under the Contract, so that Owner can avail Input Tax Credit (ITC) on such supply. In the event that the input tax credit of the GST charged by the Bidder/ Vendor is denied by the tax authorities due to delay by Bidder/ Vendor/ Contractor/ Consultant in issue of Invoice, Debit Notes or Credit notes, filing of Return of Outward Supplies, payment of taxes or filing of any other Returns as required under GST Laws and Rules, or timely corrections, rectification or modification in the detail of Return of Outward Supplies or any other Returns, Owner shall be entitled to recover such amount from the Bidder/ Vendor/ Contractor/ Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.
- xvi. 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 delay in delivery is affected by the Owner. In case of non-submission of credit note by the bidder, IOCL reserves the right to raise invoice for recovery/ adjustment of the Price Discount etc. along with applicable GST.

- xvii. In case any advance including Mobilization Advance is given as per Contract, the contractor shall issue a GST Invoice/ advance receipt containing all the details required as per GST Laws and Rules. Subsequent recoveries/ adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services.
  - xviii. 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.
  - xix. If it comes to the knowledge of IOCL that the bidder who remains non-compliant to Taxation Laws including GST, Income Tax, Customs, against earlier awarded contracts by IOCL such a failure in
    - a) depositing collected GST amount to the exchequer
    - b) filling prescribed return
    - c) issuance of TDS certificates, etc
 in spite of intimation/opportunity for compliance , their offer in the subsequent tenders may be liable for rejection
  - xx. The bidder has to ensure compliances of all legal provisions(including GST registration, invoicing, Payments, Returns ,etc.) of IGST Act, CGST Act, SGST Act, UTGST Act, GST (Compensation to states) Act. Any liability arising to owner due to violation of the aforesaid Acts by the bidder shall be on Bidders Account.
  - xxi. The Building and other Construction welfare Cess as applicable at the prevailing rate on the gross value of works excluding taxes shall be deducted from the Contractor's bill for remittance to Statutory Authority. IOCL shall not deduct and pay Cess, In case Contractor has already paid the Cess for the works executed and submits proof of payment.
19. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by him under the contract, the relative obligation of the party affected by such force majeure shall be suspended for the period during which such cause lasts. The decision of the owner will be final and binding on vendor. The term "**FORCE MAJEURE**" as employed in this contract shall mean wars (declared or undeclared) or revolutions, civil wars, cyclone, tidal waves, fires, major floods, earthquakes, epidemics, quarantine restrictions and freight embargoes and transporters strikes affecting the country as a whole or by acts of God or through any other causes or in the event being acquired wholly or partially by Govt and any local authority or public body.

**Other terms/conditions for lease of the premises:**

1. The period for lease of the property shall be of **2 years** with a provision of extension for further **2 years** with 5% escalation on rates during extension period on the same terms and conditions at the discretion of Indian Oil Corporation Limited.
2. The property owner shall be responsible to obtain consent/permission, if any from the appropriate authorities / association for using the premises as a holiday home.

3. The premises owner should be ready to execute lease deed with IOCL/or sub-lease deed and bear the cost of execution and registration of lease deed.
4. The Premises owner must agree to bear all the taxes, duties, and cess etc., related to the premises.
5. Offer shall be valid for a period of **04 months** from the date of offer.
6. For booking of these rooms, Indian Oil Corporation Limited shall inform to the owner. However, it will be responsibility of the owner to confirm these bookings. Under no circumstances, failure of the Owner to provide rooms shall be accepted. The booking shall be treated as confirmed unless cancelled **7 days** in advance by IOCL.
7. All the above facilities & services shall be made available, within quoted rentals and no extra claim will be made on any account.
8. The other terms & conditions, if any, additional facilities, other than mentioned above, and proposed to be provided by the property owner shall be indicated on their letter head and shall be submitted along with offer, along with rentals as per room per night.

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I/We here by confirm having accepted the above terms and conditions and also confirm that the property offered by me/us meets all the above requirements and would be ready for leasing out to IOCL with immediate effect.

(Signature and Seal of the Property Owner)

Name

Address

Contact No.

(TO BE SUBMITTED SEPARATE IN SEALED ENVELOPE - I)

Kindly fill in the vendor's response against each requirement/ information and enclose relevant supporting documents

S.No.	Item Description	Details
1	Name of owner (In case of joint ownership, please specify all names)	
2	Address of Owner(s) (with Contact Details - Phone/Mobile/ E-mail)	
3	Location of Premises (with Full Address)	
4	Details of facilities: a) Room Carpet Area b) Year of Construction c) Total no. of Floors d) Total no. of Rooms e) Approach road for movement of 4 wheeler f) No of Lifts g) Availability of Parking Area for 4 wheelers h) 24 hours Power Back-up	
5	Municipality/UDA clearance for operating the premises as Holiday Home	
6	Clear title of Property (Enclose copy)	
7	Agree to sign lease deed with IndianOil and bear its cost of execution	
8	Daily Check-in & Check-out timings for guests	
9	Any other descriptions, if felt necessary, may be furnished.	

Signature & Seal of the Owner

Annexure 2

## **Price Bid**

(TO BE SUBMITTED SEPARATE IN SEALED ENVELOPE - II)

To  
The Senior Manager (Employee Services)  
Indian Oil Corporation Limited (Pipelines Division),  
Western Region Pipelines  
Morbi Road, Gauridad  
P. B. No. 1007, Bedipara  
Rajkot-360003 (Gujarat)

Particulars	Total Rooms	Months	Rental charges (Rs.) per month for 04 rooms excluding GST	GST %	HSN/SAC Code
Holiday Home facility at Udaipur	04	24			

Note:

1. Offer validity: 04 (four) months from the date of offer.
2. Rate validity: 02 (two) years from the date of LOA/WO.

Signature & Seal of the Owner