

#### INDIAN OIL CORPORATION LIMITED

(PIPELINES DIVISION)

# EXPRESSION OF INTEREST (EOI) FOR ESTABLISHING TRANSIT CAMP AT UNA (HIMACHAL PRADESH)

(EOI Ref NO: NRPL/PNP/HR/HM/EOI/2024-25)

Last Date of Submission of EOI: 21.06.2024

REQUIREMENT CRITERIA, TERMS & CONDITIONS, EVALUATION METHODOLOGY

Prepared and Issued By:
INDIAN OIL CORPORATION LTD. (PIPELINES DIVISION)
NORTHERN REGION PIPELINES, PANIPAT
VILLAGE: BAHOLI, PANIPAT (HARYANA)
PO: PANIPAT REFINERY (132140)



## INDIAN OIL CORPORATION LTD. (PIPELINES DIVISION) NORTHERN REGION PIPELINES PO: PANIPAT REFINERY, BAHOLI, PANIPAT-132140 (HARYANA)

### 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 03 (three) rooms in their premises on lease to Indian Oil Corporation Limited for Transit Camp purpose at Una (Himachal Pradesh).

1.	Name of the work	Hiring of 03 rooms on lease/ rent basis for establishing Transit Camp purpose at Una (Himachal Pradesh)
2.	Type of EoI	Open (Two Bid System)
3.	Availability of EoI documents	Complete EoI documents may be downloaded from our website www.iocl.com
4.	Start date for issuance of EoI	21.06.2024 (On working days: 10:00 AM to 5:00 PM)
5.	Last date of submission of EoI	05.07.2024 (05:00 PM)
6.	Date of opening of EoI (only Technical bids)	08.07.2024
7.	Place of submission of EoI	Indian Oil Corporation Ltd. (Pipelines Division) Northern Region Pipelines PO: Panipat Refinery, Baholi, Panipat-132140 (Haryana)
8.	Mode of submission of EoI documents	Through Post/Courier so as to reach before the due date & time
9.	Office Address (Issuance/Submission)	Senior Human Resource Manager Indian Oil Corporation Limited (Pipelines Division), Northern Region Pipelines PO: Panipat Refinery, Baholi, Panipat-132140 (Haryana) Phone No.: +91-9445956123 E-mail: ezunget@indianoil.in

#### 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 TRANSIT CAMP PURPOSE AT UNA (HIMACHAL PRADESH)" and it should be duly sealed and delivered to the following address on or before the scheduled date and time i.e.05.07.2024 up to 05:00 PM.

#### To

Senior Human Resource Manager Indian Oil Corporation Limited (Pipelines Division), Northern Region Pipelines, PO: Panipat Refinery, Baholi, Panipat-132140 (Haryana) Phone No.: +91-9445956123, E-mail: ezunget@indianoil.in

**Envelope-I** – Superscribed as "**Technical Bid**" for Transit Camp purpose at Una (**Himachal Pradesh**) 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. Signed copy
- iv. Any other information as required to be submitted along with the EOI.

**Envelope-II** – superscribed as **"Financial Bid" for Transit Camp purpose at Una (Himachal Pradesh)** shall only contain the duly filled-in, signed & stamped Price Bid (envelope properly sealed).

#### Other general instructions:

- a. The EOIs received after the due date and time shall not be considered.
- b. 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 abovementioned place before due date and time.
- c. Offers sent by fax/e-mail/ by-hand shall not be accepted.

- d. All alterations, erasure(s) and/or over-writing(s), if any, should be duly authenticated by the person signing the EOI.
- e. All Proforma forming part of EOI documents must be duly filled-in, signed and stamped by the applicant.
- f. The rates offered by the applicant/owner(s) shall initially remain valid for a minimum period of **06 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).
- g. 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.
- h. Conditional bids may be rejected.
- i. 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).
- j. The unilaterally revised offer/rates received from the applicants, after conclusion of the process of negotiations, shall not be entertained under any circumstances.
- k. 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.
- l. 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.

#### CRITERIA FOR SELECTION OF TRANSIT CAMP 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 Transit Camp purpose at Una (Himachal Pradesh):

S1. No.	Parameter/Criteria	Value	Confirm by Applicant (Yes/No)
1.	Location	Within 05 Km from center of Una city	
2.	Type of Property  Number of rooms	Residential House/ Villa/ Bungalow/ Flat/ Apartment	
	separate attached toilet each)		
4.	Toilets	Three	
5.	Caretaker, Housekeeping Facilities including dining area for 12-15 people at a time	One kitchen along with drawing cum dinning hall which can accommodate 12-15 people at a time. IOCL will be permitted to setup caretaking/housekeeping service	
6.	Floor	Ground floor (Preferably)	
7.	Lift Facilities	Yes in case of multi-storey (round the clock)	
8.	Car Parking  At least 02 four-wheeler vehicle and 03 two-wheeler at one time		
9.	Entrance in premises	Separate entry (Preferably)	
10.	Approach Road of premises	Motorable for four-wheeler vehicle	
11.	Condition of Furniture, Electrical & Electronic, Sanitaryfittings 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.	Lease + Extension Period	3 Years + 1 Years	
15.	Other charges	Society, maintenance, or any other charges (if any) shall be borne by owner	

#### **GENERAL TERMS & CONDITIONS**

- 1. The offered premises should have at least **03 rooms** with provision of double bed in each room and 03 toilets (minimum two rooms shall have a separate attached toilet each) in Residential House/Villa/Bungalow/ Flat/Apartment.
- 2. The premises should be well maintained and located within 05 Km from center of Una city and Grocery store shall be within 500m.
- 3. Accommodation provided in one room shall be utilized for accommodation for a maximum of 4 people (including 2 adults and 2 children under 10 years).
- 4. The rentals and other charges of specified premises will be paid on a monthly lease basis. The party will charge one bill on Monthly Basis for rental charges on lease (combined for premises). Payment of the above shall be made on Monthly basis through E-Payment Mode.
- 5. Building shall **not** be in a low-lying area to avoid flood like situations during heavy rainfall.
- 6. Construction of the building shall not be more than **five years** old.
- 7. The contract will be for a period of **three years** with a provision of extension for further **one year** 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.
- 8. Toilets shall include bath, having a washbasin with mirror, shower, water taps, toilet, hot and cold-water facility.
- 9. 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.
- 10. The rates shall remain fixed for **03** (**Three**) **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.
- 11. Electricity (power and light) and water charges shall be paid by Indian Oil Corporation Ltd.
- 12. The party shall pay all the taxes of any kind whatsoever including house tax/maintenance charges and ground rent, as are or may hereinafter be assessed on the demised premises by the Municipality or any other authority whatsoever provided the premises are used for residence only.
- 13. The owner shall carry out annual repairs and maintenance of demised premises, whitewashing every year and distempering, painting and polishing every two years.
- 14. That all structural repairs will have to be done by the owner at his own cost.

#### 15. 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 asper 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 quotedprices 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 forsuch 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 (ifapplicable).
  - 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 therefore in the interest of the BIDDER that prior to release of anypayment 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.

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

- 1. The period for lease of the property shall be of **three years** with a provision of extension for further **one year** with 5% escalation on rates during extension period on the sameterms and conditions at the discretion of Indian Oil Corporation Limited.
- 2. The property owner shall be responsible for obtaining consent/permission, if any from the appropriate authorities/ association for using the premises as a transit camp.
- 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 **six months** from the date of offer.
- 6. 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 rental.

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 leasingout 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)				
5	Details of facilities:  a) Room Carpet Area  b) Year of Construction  c) Floor  d) Total no. of Rooms  e) No. of Rooms with attached separate toilet  f) Approach road for movement of 4 wheeler  g) Availability of Parking Area for 4 wheelers  Municipality/UDA clearance for operating the premises as Transit camp				
6	Clear title of Property (Enclose copy)				
7	Agree to sign lease deed with IndianOil and bear its cost of execution				
8	Any other descriptions, if felt necessary, may be furnished.				

#### <u>Disclaimer</u> (TO BE SUBMITTED SEPARATE IN SEALED ENVELOPE – I)

Disclaimer The information in this document has been prepared to assist the applicants in preparing the non-binding EOI and it is clarified that: The purpose of this Expression of Interest (EOI) is to invite responses from the interested parties for HIRING OF SUITABLE PROPERTIES (INDEPENDENT BUILDING HAVING REQUIRED INFRASTRUCTURE FACILITIES/BUNGALOW ETC.) ON LONG TERM SERVICE AGREEMENT BASIS FOR USE AS TRANSIT CAMP FOR EMPLOYEES OF INDIAN OIL CORPORATION LIMITED All data / documents received in this regard shall be treated in strict confidence and would be used only for our internal purposes. Submission of data / documents will not imply that the party is qualified and / or will not bind Indian Oil Corporation Limited (Indian Oil) to award to job. Indian Oil is not bound to accept any or all the EOI and also reserves the right to accept or reject any or all of EOIs received without assigning any reasons. No applicant shall have any grievances or claim against IndianOil or its Officers, employees, successors or assignees for rejection of EOI. IndianOil shall be entitled to invite offers from entities other than the applicants who have submitted EOI. Each respondent shall be solely responsible for the fees, costs and expenses incurred in preparing and submitting the Expression of Interest, or subsequent responses or initiatives on the part of any respondent. IndianOil will under no circumstances be liable to any respondent for any such fees, costs, expenses, loss or damage whatsoever arising out of or in connection with the EOI process. Neither IndianOil nor its officers & Employees shall be liable to any interested party or any Entity under any law, including the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expenses or damage which may arise or be incurred, or suffered in connection with this document or any matter that may be deemed to form part of this document. Further, this Expression of Interest is not a tender exercise but a process to obtain response from the interested parties, IndianOil may not take any further action after the invitation of Expression of Interest exercise atits own discretion without assigning any reason thereof. IndianOil may its absolute discretion, but without being under any obligation to do so, update, cancel, amend or supplement, effect any change(s) to these guidelines for submission of Expression of Interest without assigning any reason thereof.

(Signature & Name of the Owner)

Address

Contact No.

#### PRICE BID

#### (TO BE SUBMITTED SEPARATE IN SEALED ENVELOPE – II)

To

Senior Human Resource Manager Indian Oil Corporation Limited (Pipelines Division), Northern Region Pipelines,

PO: Panipat Refinery, Baholi, Panipat-132140 (Haryana) Phone No.: +91-9445956123, E-mail: <a href="mailto:ezunget@indianoil.in">ezunget@indianoil.in</a>

Particulars	Total Rooms	Months	Rental charges (Rs.) excluding GST	GST % (if applicable)	HSN/SAC Code
Transit Camp facility at Una (Himachal Pradesh)	03	36			

#### Note:

- 1. Offer validity: 06 (six) months from the date of offer.
- 2. Rate validity: 03 (three) years from the date of LOA/WO.

Signature & Name of the Owner

Address

Contact No.