

**INDIAN OIL CORPORATION LIMITED (MD)**  
**Bharatpur Terminal**  
**Mathura Road, PO - Dhormui , Bharatpur – 321025**

**SUB.: TENDER FOR HIRING SUITABLE TRANSIT ACCOMODATION AT BHARATPUR**

**TENDER NO.: RSO/HR/TRANSIT/BHARATPUR**

**DATE : 04.02.2025**

**INDIAN OIL CORPORATION LIMITED (MD)**

**BHARATPUR TERMINAL**

**Mathura Road, PO - Dhormui , Bharatpur – 321025**

**SUB.: TENDER FOR HIRING SUITABLE TRANSIT ACCOMODATION AT**  
**BHARATPUR**

- Indian Oil Corporation Ltd . (M.D.) , Bharatpur Terminal invites offers for Hiring of premises providing suitable premises on rent as Officers Transit accommodation, as per details given in tender document. Prospective Bidders may procure the Tender Document from IOCL s office .
- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the relevant contact person indicated in the Tender.

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**TENDER SCHEDULE**

Tender No	<b><u>RSO/HR/TRANSIT/BHARATPUR</u></b>
Name Of the Organization	Indian Oil Corporation Ltd . (M.D.)
Date of Release of Tender	09:00 am 04.02.2025
Last date of Submission of bids	15:00 pm 04.03.2025
Date of Opening of Technical bids	15:00 pm 05.03.2025
Date & Time of Opening of Financial Bids	Shall be intimated to the Bidders of Technically Qualified Bids
Place of opening of technical bids	<b>INDIAN OIL CORPORATION LIMITED (MD) Bharatpur Terminal Mathura Road, PO - Dhormui , Bharatpur – 321025</b>

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**Section 1: Invitation for Bids**

**1-Introduction**

1. Indian Oil Corporation Limited (Marketing Division), Bharatpur Terminal Invites quotations **in two bid system i.e. Technical cum Commercial Bid and Price Bid** from the parties desirous of leasing their premises for a suitable officers Transit accommodation for a minimum period of 3 (Three) years and extendable for another 3 (Three) years on mutual consent.

**2-Contact Information**

Dy. General Manager (T) Bharatpur Terminal ,  
INDIAN OIL CORPORATION LIMITED (MD)  
Bharatpur Terminal  
Mathura Road, PO – PO - Dhormui , Bharatpur – 321025

**3-Two Bid system**

The two bid system will be followed for this tender. In this system bidder must submit their offer in separate envelopes as explained below:

**Envelope No. 1: "Technical Bid" shall contain the following documents:**

- a. Duly filled Tender document with proper seal and signature of the authorized person (with name, designation & contact no.)
- b. Authorization letter issued by the Joint holders of property of bidder authorizing the signatory to sign on behalf of the bidder
- c. Drawing of the premises offered showing the carpet area measurements of the premises offered .
- d. The details / information pertaining to the hypothecation or the third party charge on the premises offered on rent.
- e. Duly filled details of the property offered as per **format in Section IV.**
- e. Duly filled Technical Bid (**as given in Annexure -A**) with proper seal and signature of the authorized person (with name, designation & contact no.)
- f. A photo copy of the commercial bid in the prescribed format (**as given in Annexure - B**) without prices (prices blocked) for accepting the contents of Financial Bid .
- g. Undertaking to the effect that the terms and conditions, clauses etc. stipulated in this tender are acceptable. (**as given in Annexure- C**).
- h. Other documents necessary in support of eligibility criteria – Ownership Document

Note: IOCL reserves the right to reject the bid if any of the above listed document/s is not submitted.

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Signature of Bidder

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**Envelope 2:**

“Commercial Bid “shall contain: The Commercial Bid completed in all respects as per format given at Section – VI only, with proper seal and signature of authorized person with name, designation and contact no.

**4-Submission of Bids**

Both the technical bid and commercial bids should be addressed to:

**Dy. General Manager (T) Bharatpur Terminal ,**  
**INDIAN OIL CORPORATION LIMITED (MD)**  
**Bharatpur Terminal**  
**Mathura Road, PO - Dhormui , Bharatpur – 321025**

on or before the DUE DATE & Time i.e. **04.03.2025 at 1500** hours , failing which the bids stand as rejected summarily.

**5-Date of submission of Bids & Date of opening of Technical Bid**

Last date for submission of bids on **04.03.2025 up to 1500** Hrs at

**Dy. General Manager (T) Bharatpur Terminal ,**  
**INDIAN OIL CORPORATION LIMITED (MD)**  
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Technical bids **(on-line)** will be opened on **05.03.2025 at 15:00 Hrs** at:

**INDIAN OIL CORPORATION LIMITED (MD)**  
**Bharatpur Terminal**  
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In case bidder requires any clarifications / information, they may contact IOCL address given in Clause 2 of Section I.

**Please do not put "Commercial Bid" (prices quoted) in the technical bid folder. If the price quoted is submitted with technical bid the tender will be rejected at the sole discretion of IOCL.**

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**6-Opening of Price Bids**

Commercial bids of the qualified bidders only will be opened.

IOCL will request Government Approved Valuers to work out rent payable for the selected property. Landlord shall provide all required/ requested documents/ deeds/ contracts/ affidavits/ applications/ papers/ bills/Challans / drawings/designs /certificates etc.. in original/ attested/ notarized/certified copies for the purpose of determination /evaluation/ certification of rent. Landlord shall grant access to Valuers or its representatives and make necessary arrangements for the inspection of the premises preferably as per the convenience of Government Approved Valuers .

Rent negotiations will be carried out by a committee .

**Section II : Instruction to Bidders**

**1-Agreement & Payment**

The Lease agreement will be executed between IOCL & Owner.

The payments shall be released by : INDIAN OIL CORPORATION LIMITED (MD), Bharatpur Terminal

**2-Minimum Eligibility Criteria:**

- 1 Providing suitable premises on rent as Officer's Transit Accommodation, as per details given in Schedule of Requirements (Section IV). accommodation should consist of :
  - i) 5 bed rooms ( min size 130 sq. ft. ) with attached toilet/bath in each room.
  - ii) Drawing room cum living room cum dining area (min size 300 sq ft.) with common toilet.
  - iii) Kitchen (minimum 120 sq ft ) with store area.
  - iv) Availability of Parking space for minimum 04 vehicles.
  - v) Availability of caretaker room and store.

**Above mentioned are minimum qualifying parameters and properties / applications not meeting these criteria will be summarily rejected.**

2. The building should be good looking from outside and inside with ready-to-live condition without Indian Oil Corporation Limited being made to spend on its maintenance and repair. The building will be handed over to IOCL duly painted afresh along with all fixtures in proper operating condition.
3. The premises should be located within municipal limits. The premises should be well maintained, located in a good area and with an easy access from the main road.

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4. The premises building structure should not be more than 10 years old from the date of publication of tender.
5. The premises should have an adequate power connection for intended use and sufficient water storage. In case of need should get load increased as per actual load requirement.
6. The house should have proper water, electricity and sewage connection.
7. The bids for more than one flat of the same owner may be accepted provided that the flats are in same Society and cumulatively meeting the minimum eligibility criteria.
8. IOCL shall furnish house/ flats such as air conditioners , geysers , lights , fittings and fixtures etc .

Note: The bidders should provide sufficient documentary evidence to support the eligibility criteria. IOCL reserves the right to reject any bid not fulfilling the eligibility criteria.

**3-Amendment to Tender Documents**

At any time prior to the deadline for submission of bids, IOCL may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the tender documents. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice in print media. The amendments/ modifications will be binding on the bidders. IOCL at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.

**4-Preparation of Bids**

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However bidder shall not be entitled to amend/ add/ delete/ correct the any of the clauses mentioned in the entire tender document. The tender document shall be accepted on In case of discrepancies and/ or calculation errors, if any, the lower unit prices and amounts shall only be considered for comparison of bids.

**5-Period of validity of bids**

Bids shall be valid for a minimum of 180 days from the date of opening of Price Bids . A bid valid for a shorter period shall be rejected. IOCL may ask for the bidder's consent to extend the period of validity. Such request and the response shall be made in writing only. A bidder agreeing to the request for extension will not be permitted to modify his bid.

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**6-Submission of Bids**

The Bid documents shall be neatly arranged. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. The conditional bid will be summarily rejected. Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder's signature.

**7-Amending the Bid Submitted:**

After submission of bid but before the last date and time of submission of bids, the bidder may opt for replacing the bid already submitted or withdrawing the bid.

**8-Deadline for Submission of Bids**

1. Bids must be received by IOCL before the due date and time at the address specified in the tender document. In the event of the specified date for the submission of bids being declared as a holiday for IOCL the bid-closing deadline will stand extended to the next working day up to the same time.
2. IOCL may extend this deadline for submission of bids by amending the bid documents and the same shall be suitably notified in the media.

**9-Late Bids**

Any bid inadvertently received by IOCL after the deadline for submission of bids, will not be accepted. IOCL shall not be responsible and liable for the delay in receiving the bid for whatsoever reason.

**10-Bid opening & Evaluation of Bids**

- i-The technical bids will be evaluated in two steps.
- ii. The bids will be examined based on eligibility criteria stipulated at Para 2 of Section – II to shortlist the eligible bidders.
- iii. The bidders whose technical bid is found to meet the requirements as specified above will qualify for opening of the commercial bid.
- iv. The bids shall be evaluated by the duly constituted Bid Evaluation Committee (BEC). The BEC shall be empowered to take appropriate decisions on minor deviations, if any. During the process of evaluation, IOCL may send queries to bidders seeking clarifications / documents, if required. However, bidder will not be permitted to make changes in the technical scope of supply in the bid submitted. Also the bidders will not be permitted to make any changes

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in the price bid leading to changes in the prices quoted by them. Also the bidders will not be permitted to make any changes in the TECHNICAL bid leading to changes in the prices quoted by them.

v. IOCL reserves the right to evaluate and / or qualify the bid on the basis of overall suitability of the offered premises for the use by IOCL. Bidder cannot claim qualification of bid on the basis of meeting the eligibility criteria alone.

vi. IOCL reserves the right to reject any bid after evaluation and /or qualification, in case of deviations observed in the bid and actual site conditions/ details.

**11-Opening of Price Bids**

Only the short-listed bids from the technical evaluation shall be considered for commercial comparison. The date and venue for opening of price bids will be communicated to bidders on completion of technical evaluation of bids.

**12-Award of Contract**

IOCL shall award the contract to the eligible bidder whose technical bid has been accepted and determined as the lowest evaluated commercial bid. However, IOCL reserves the right and has sole discretion to reject the lowest evaluated bid . The Commercial bid will be evaluated as per Government Approved Valuer or Quoted Price by Bidder which ever is less.

ii. If more than one bidder happens to quote the same lowest price, IOCL reserves the right to decide the criteria and further process for awarding the contract, decision of IOCL shall be final for awarding the contract.

**13- Right to amend / cancel**

i-IOCL reserves the right to amend the eligibility criteria, commercial terms & conditions, Scope of Supply, technical specifications etc.

ii. If, for any unforeseen reasons, IOCL is required to change the scope of supply, including change in quantity, this change shall be acceptable to the bidder without change in the unit price quoted.

iii. IOCL reserves the right to cancel the entire tender without assigning any reasons there for.

**14-Corrupt or Fraudulent Practices**

i.It is expected that the bidders who wish to bid for this project have the highest standards of ethics.

Signature of Bidder



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ii. IOCL will **reject bid or the contract at the later stage** if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices while competing for this contract.

iii. IOCL may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

**15-Interpretation of the clauses in the Tender Document / Contract Document**

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this Tender Document, the interpretation of the clauses by IOCL shall be final and binding on all parties.

**Section III : Special Conditions of Contract (SCC)**

**1-Prices**

- 1.1. The charges quoted shall be considered firm.
- 1.2. The offer must be in INR only.
- 1.3. The applicable rates of taxes, duties etc, must be quoted separately.

2. The property tax, water tax etc levied by Local Govt. Central Govt. and maintenance of common area are to be borne by the Owner.

3. Society's AMC, NOC charges and any other charges to be borne by owner .

**4. Leave & License:** The offer should provide for leasing the premises on "Leave & License" basis for a term of **36 months further extendable as per the mutual consent for another 36 months or till the Occupation of the premises by lessee .**

**5. Payments:**

Payments of rent will be made on monthly basis by account to account online transfer of funds in favour of Owner after deduction of the tax at source (TDS)/ or any other taxes as applicable from time to time.

**6. Jurisdiction:** The disputes, legal matters, court matters, if any shall be subject to Bharatpur jurisdiction only

**7. Arbitration:** All disputes/claims of any kind arising shall be referred by either party (IOCL or the bidder) after issuance of 30 days' notice in writing to the other party clearly mentioning the nature of dispute to the Sole Arbitrator appointed by IOCL. The venue for arbitration shall be specified in the agreement. The arbitration proceedings shall be conducting in English and as per the provisions of Indian Arbitration and Conciliation Act, 1996. The decision of the Arbitrator shall be final and binding on both the parties.

**8. Indemnity:**

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Selected bidder shall save and indemnify and hold harmless IOCL from any third party Govt. Claims, losses penalties, if any, arising in connection with this document and/or agreement.

**9. Assignment:**

Selected bidder/ Party shall not assign, delegate or otherwise deal with any of its rights or obligation under this Contract without prior written permission of IOCL.

**10. Severability:**

If any provision of this Contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision. The authority for the modification and deletion lies with IOCL.

**Section IV : Schedule of offered property**

<b>Bedrooms</b>	<b>Flat/Bungalow</b>	<b>Size (FtxFt)</b>	<b>Attached Toilet Bath (Yes/No)</b>	<b>Size (FtxFt)</b>	<b>Remarks if any</b>
1					
2					
3					
4					
5					
Drawing Room					
Kitchen					
Dining Hall					
Lobby					
Parking Area					
Lawn					
Open sit out					
Any other					

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**General Terms and Conditions:**

1. The accommodation offered should be preferably be on a single floor. In case, multiple floors are offered, it should be on continuous floors.
2. If the accommodation offered is in a multi-storey building, lifts with appropriate capacity should be available. Multi story offer without lift will be rejected .
3. The offered premises should be in municipal limits of Bharatpur . However, nothing contained in this clause shall prohibit IOCL to accept the proposal of premises at farther locations, if the terms and the facilities/features are found to be attractive, meeting the requirement .
4. Space for parking of minimum 4 vehicles should be available .
5. The accommodation should have provision for adequate water supply.
6. The Property offered should be easily accessible.
7. Possession of the premises will be handed over to IOCL within 30 days from signing of the agreement and rent shall be payable from the date of possession.
8. The premises offered should have adequate security cover and fire safety measures installed as per the statutory requirements.
9. The space offered should be free from any liability and litigation with respect to its ownership, lease/renting and there should be no pending payments against the same.
10. The premises offered must be officially allowed for Officer's Transit Accommodation use. Necessary approvals will be the sole responsibility of the owner. An undertaking to that effect should be submitted by owner.
11. All taxes, levies, dues, liabilities or any other statutory payment on account of the premises shall be the liability of the owner and the same shall be paid promptly by him/them on demand from any of the concerned authorities.
12. In case, the corporation is required to pay any of the above dues, the same shall be adjusted against the rent payable to the owner or shall recover the same from the Owner/Lessor.
13. Property tax and any other statutory taxes levied by Govt. of Rajasthan shall be borne by Owner/Lessor and not to be paid by Lessee (IOCL).
- 15 - Indian Oil Corporation Limited shall pay electricity and water charges according to the actual bills raised by the respective Corporation / Departments. Any recovery made by the Department subsequently for the period prior to Indian Oil's occupation shall be treated as liability of the house owner and the same shall be settled in line with point at serial no. 12 above.
14. The lease shall deem to have commenced from the date of possession of the premises.
15. Small repair jobs required in the premises for the convenience of IOC's living shall be done by IOCL but the major repairs required during the lease period shall have to be undertaken by lessor on the request of IOCL.

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16. The Lease Deed Agreement shall have to be entered by the bidder (owner) with IOCL. The same shall be registered at the cost of IOCL.
17. IOCL shall be free to take telephone, cables, internet or any other such connection for its use in the leasehold premises and shall be free to have the electricity load extended as per its requirement.
18. List of fixtures and fittings shall be jointly signed at the time of taking possession of the house.
19. Payment of the lease rentals shall be made on **monthly basis after submission of invoice by the lessor through RTGS/B2B (online payment )**. **One-month notice** shall be served by the lessee before vacation of the leased premises.
20. **Offerer/s should quote monthly rental in the price-bid in both i.e., figures as well as words. Non-compliance of this clause may result in the rejection of the quotation.**
21. **A copy of the layout of the house must be enclosed along with the Price-Bid which clearly shows the total area / total built-up area.**
22. **Offerer /s is/are required to mention the total as well as built-up area separately in the Technical cum Commercial Bid essentially.**
23. The offerer/s should enclose a copy of the registry / patta / any other document showing proof of the property in his/her/their name/names.
24. **The offerer/s should submit this tender document duly filled in all respect and signed all the pages (including Price Bid), in token of having accepted the terms & conditions contained herein.**
25. The offered facilities should preferably be independently offered to IOCL without being made it for any common use by others.
26. The rentals for premises should be offered and quotation submitted **for without furnishings**, i.e., for bare house.
27. Built-in-cupboards or almirah should **essentially** be provided in each bedroom which will not be counted as a part of furniture.
28. During the lease period, the owner shall not construct any structure in offered area without permission from IOCL.

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**SPECIFIC CLAUSES ON TAXATION:**

- 1.1 Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
- 1.2 Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Special Clauses on Taxation (SCT), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- 1.3 Specific Clauses on Taxation after GST:-

GSTIN- 08AAACI1681G2ZO

<b>Clause No.</b>	<b>Description</b>
	<b>DEFINITIONS</b>
1	Contractual period/Work Completion Period/Contractual Delivery Date/Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	<b>GENERAL</b>
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provision soft he GCC and shall, to the extent of such repugnance or variations, prevail.

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2	<p>For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (CentralTax) /SGST (State Tax) /IGST (Integrated Tax)/ UTGST(Union Territory Tax)/GST Compensation Cess Acts, also includes any duties, cessor statutory levies levied by central or state authorities.</p>
3	<p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL)within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further, in case of delay in delivery of goods and/or services, any upward rate variation inTaxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's/Contractor's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p>
4	<p>Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation /de-escalation of value of material shall be allowed without Tax unless specified otherwise.</p>
5	<p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p>

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	<p>Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>
6	<p>IOCL will be entitled to withheld/recover the amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing 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.</p> <p>The amount so withheld would be paid to contractor/supplier after successful compliance of the defaults, like updation/rectification in subsequent months on GSTN portal, on or before the maximum time stipulated for furnishing (filing)of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.</p> <p>Such amount would be recovered being reduction in the value of original invoice in case such default in compliance is neither corrected/ rectified on or before the time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the</p>

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	Central Good sand Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.
7	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as May be prescribed from time to time.
8	The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions/ benefits/ waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/ or services or understanding of law or rules or regulations or any other reasons of  Similar nature shall be entertained by IOCL.
9	Left blank
10	In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.  In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
11	In case, IOCL is eligible to avail Input TAX Credit (ITC),the same shall be reduced from the  Delivered price to arrive at the net landed cost.



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12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable IOCL to avail ITC, the contractor/ supplier shall furnish/ submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/ decrease in Rates after last date  of submission of Price Bid provided delivery is within the Contractual period.
15	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST /UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL , tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST/UTGST/IGST Act,2017shall be issued by IOCL.
16	CUSTOM DUTY (Certain clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender
16.1	Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and  Secondary and Higher Secondary Cess, Social Welfare Surcharge(SWS).
16.2	The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents.

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	<p>(i) Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties</p> <p>(ii) Bill of lading/Airway Bill</p> <p>(iii) Package wise packing list</p> <p>(iv) Certificate of origin and other relevant documents relating to the identification of the materials.</p> <p>(v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.</p>
16.3	<p>The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for import and or/ clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any</p> <p>Other charges and losses, if any in this regard.</p>
16.4	<p>The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.</p>
16.5	<p>IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/equipment from Customs.</p> <p>However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.</p>

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16.6	IOCL will not bear liability towards payment of safeguard duty, Anti-Dumping duty, Protective Duty or Counter vailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.
16.7	All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.
16.8	The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to IOCL. In case the contractor does not issue credit note to IOCL, in such case, IOCL would be constrained to recover the amount along with interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills Or payments to the Contractor.
16.9	The input tax credit available to IOCL will be reduced to arrive at the net Landed cost in the hand of IOCL for evaluating the Bids.
16.1	In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional out flow on account of various taxes and duties will  Be recovered from the bidder.
16.11	The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid.

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17	ROADPERMIT/WAYBILL
17.1	<p>IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/ Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/ vehicle; the Contractor will be wholly responsible for release and reimburse the</p> <p>Litigation cost to IOCL.</p>
17.2	<p>IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/ Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/waybill, by whatever name it is called. on demand</p> <p>to avoid any delay or Holdup.</p>
18	Works Contract/Composite Supply/Mixed Supply
18.1	<p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p>

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	<p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p>
	<p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of Job read with the legal provision.</p> <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located.</p>
18.2	<p>In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.</p>
18.3	<p>To enable IOCL to avail ITC, the contractor/ supplier shall furnish/ submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL</p>
18.4	<p>Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.</p>

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**2. Specific Clauses on INCOME TAX:**

- The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
  
- 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 contractor.
  
- PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.
  
- **Non-Resident Bidder:**
  - a) Notwithstanding anything mentioned in the contract, Letter of Acceptance, BID Documents or any correspondences, following clauses shall be applicable with respect to Indian Income Tax including withholding tax.
  
  - b) The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or outside India.
  
  - c) Any payment to non-resident or its permanent establishment (PE) in India which is chargeable to tax in India attracts withholding tax in India under Income Tax Act, 1961 shall be subject to provisions of Double Taxation Avoidance Agreement (DTAA) wherever applicable, for withholding tax purposes only.
  
  - d) Contractor shall not include withholding tax / tax deductible at source in its quoted price. Withholding tax as applicable as per Indian Income Tax Act read with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.
  
  - e) Notwithstanding Clause "3" above, where Contractor intends to obtain a Certificate of Lower or NIL Withholding Tax/Tax deductible at source in terms of provisions of Indian Income Tax Act, 1961 and rules made there under, Withholding tax/Tax deductible at source will be deducted from amount payable under the contract as per Certificate issued by tax authorities under Income Tax Act, 1961 and rules made there under.

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- f) In all cases whether Withholding tax/Tax deductible at source is borne by IOCL as described in Clause "4" above or deducted from amount payable as per contract as described in Clause "5" above, Certificate of Withholding tax/Tax deducted at source will be provided by IOCL enabling contractor to claim credit of the same in their country of residence.
- g) To facilitate benefits of DTAA, Contractor shall provide copy of:
- i) Tax Residence Certificate (TRC),
  - ii) Form 10F as described in Rule 21AB of Income Tax Rules, 1962,
  - iii) NO PERMANENT ESTABLISHMENT CERTIFICATE (NO PE) as may be required,
  - iv) Permanent Account Number (PAN), if available or
  - v) Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962.
  - vi) Any other document(s) which might be required to enable IOCL to apply Lower OR NIL rate of withholding tax.

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**ANNEXURE - A ( Technical Bid )**

**Before filling up the technical bid, the bidders are requested to go through the tender documents**

<b><u>Details to be filled by the Bidder</u></b>		
<b>Sr No.</b>	<b>Details</b>	<b>To be filled in by the bidder</b>
1	Building location Address	
2	Name & Address of the legal owner(s) (If more than one, the bidder has to give all the names of owners)	
3	Full particulars of the individual offering the premises for rent/lease and submitting the tender:	
3	Particulars of premises offered	1. Address: _____ _____ 2. Location: _____ 3. Carpet area: _____
4	Contact Details of Owner (s)	Telephone No.: Mobile No.: E-mail:
5	Whether Running water, drinking water and otherwise available round the clock?	Yes/No
6	Whether Sanitary water supply installations have been provided?	Yes/No
7	Whether commercial or dual use (Residential - cum-commercial):	Yes/No
8	Any other salient aspect of the building, which the party may like to mention:	



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**NOTE :**

**Please do not put "Commercial Bid" (prices quoted) in the technical bid Envelope . If the price quoted is submitted with technical bid the tender will be rejected at the sole discretion of IOCL.**

**DECLARATION:**

- 1- I/We have read and understood the detailed terms and conditions applicable to the subject offer as supplied with the bid documents and agree to abide by the same in totality.
- 2- It is hereby declared that the particulars of the buildings etc., as furnished against the individual items are true and correct as per my/our knowledge and belief and in the event of any of the same being found to be false. I/We shall be liable to such consequences/lawful action .

Signature:

Name:

Address:

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**Annexure B (PRICE-BID )**

In response to tender no.- RSO/HR/TRANSIT/BHARATPUR dated 04.02.2025 of Indian Oil Corporation Limited (Marketing Division) for a suitable Officer's Transit Accommodation, I/We hereby offer my/our premises situated at

\_\_\_\_\_

at a total monthly rental of

Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ )

**without furnishings.**

Increase in monthly rental after 1 year (in percentage ) (Base is the Monthly amount in the first year)	
Increase in rental after 2 year (in percentage ) (Base is the Monthly amount in the second year)	

a) Address of Property offered:

b) Whether property is a flat/ Bungalow :

IOCL reserves the right to choose either flat or a Bungalow.

The above rate is inclusive of all taxes / levies on the house/premises but excluding the running expenses on electricity and water which will be paid/settled by IOCL separately with the concerned Department on actual.

Signature of the offerer:

Date :

Name & Address :

Signature of Bidder

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**UNDERTAKING BY THE TENDERER (Annexure - C)**

[\(To be given on letterhead of the bidder duly signed and stamped\)](#)

NAME OF WORK: **TENDER FOR HIRING SUITABLE TRANSIT ACCOMODATION AT BHARATPUR**

Tender No. - **RSO/HR/TRANSIT/BHARATPUR**

We confirm that we have quoted/accepted the rates in this tender considering Inter-alia the

1. Instruction to Bidder
2. Special Terms and Conditions
3. Scope of work
4. PQC
5. Payment Terms
6. Penalties
7. Corrigendum (if any pages)
8. Additional Document(s) (if any pages)

We \_\_\_\_\_ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Seal & Signature of Tenderer

Date :

Place :

Signature of Bidder