

**HINDUSTAN PETROLEUM CORPORATION LIMITED
(TENDER FOR OFFICE SPACE IN BAREILLY)**

I. Introduction

HPCL is authorized by Petroleum and Natural Gas Regulatory Board(PNGRB) for developing and operating City Gas Distribution network in 05 nos. of GAs allotted in UP/UK Cluster districts of Bareilly (except area already authorized), Pilibhit & Rampur (GA01), Farukhabad, Etah & Hardoi (GA02), Mainpuri & Kannauj (GA03), Shahjhanpur & Badaun (GA04) and Nainital & Bijnor (GA05).

HPCL is interested in hiring office accommodation at Bareilly City for City Gas Distribution Project, on leave & licence basis as per the price bid/ tender terms and conditions enclosed. Sealed offers are invited on 2 bid system: A) TECHNICAL BID B) PRICED BID from interested parties owning property on absolute and exclusive ownership and clear possession for outright lending of property to HPCL on Leave & License Basis for Office Space in Bareilly City.

I.A. Notice

Office Accommodation Requirement

We require office premises of 2000-2500 Square Feet (carpet area) for our City Gas Distribution Project at Bareilly City for an initial period of 33 months. This can be further extended for another 22 months with 10 % increase in the rates on same terms and conditions, on leave & license basis.

The accommodation shall be an approved commercial property and shall be located within Bareilly City limits, in any of the following localities/area/roads:

- I. Bareilly City -Civil Lines Area
- II. Bareilly City- Rampur Garden Area
- III. Bareilly City- D.D Puram Area
- IV. Bareilly City- Rajendra Nagar Area
- V. Bareilly City- Shyam Ganj Area
- VI. Bareilly City-Ekta Nagar Area
- VII. Bareilly City- Anand Ashram Road
- VIII. Bareilly City-Sanjay Nagar Road between junction point at Stadium Road and Pilibhit bypass Road
- IX. Bareilly City-Pilibhit bypass Road from Satellite bus-stand to junction point of Pilibhit Road & Pilibhit bypass Road
- X. Bareilly City-Mini bypass Road from junction point of Mini bypass road at Pilibhit bypass road & Bareilly-Nanital Road
- XI. Bareilly City- Bareilly-Nainital Road upto junction point of Mini bypass Road

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- XII. Bareilly City-Lal Fatak Road from Chauki Chauraha to junction point of Cross Road
- XIII. Bareilly City- Vijay Chowk Road from Junction point of Vijay Chawk Road at Lal Fatak Road and Junction point of Vijay Chawk Road & Cross Road
- XIV. Bareilly City- Cross Road from junction point of cross road at Lal Fatak Road and Junction point of Vijay Chawk & Cross Road
- XV. Bareilly City- City Station Road from Quila Flyover to Chaupala Chauraha
- XVI. Bareilly City- Road between Chaupala Chauraha to Chowki Chauraha
- XVII. Bareilly City- Road between Chowki Chauraha to Junction point of Anand Ashram Road

N.B Access road to the property should be at least 30 feet wide.

Accommodation shall be an independent portion (lockable) with separate entry. The property shall be in name of the owner and shall be approved from Bareilly Municipal Corporation for commercial activities. The entire carpet area asked shall be in a single floor in the same building. Adequate parking space for minimum 02 (two) four wheelers (cars) shall be available and area & approach area should be free from water logging.

Approximate carpet area required: 2000-2500 square feet.

However, Party to note that the carpet area of less than 2000 sq. feet shall NOT be accepted. Party who offers carpet area more than 2500 square feet, shall be accepted only on a condition that rate per square feet shall be paid only up to a maximum of 2500 square feet.

The building / premises must have lifts if the same is offered on 2nd floor or higher floors & must have dedicated backup generator for lifts and other common utilities. Also separate provision should be available for installation of additional DG set of minimum 20 KVA for HPCL requirements.

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Interested parties having clear title should submit their SEALED OFFER IN TWO BID BASIS i.e. UNPRICED BID AND PRICED BID in prescribed bid document. The UNPRICED bid should clearly specify/ enclose the following as minimum:

1. Name, Address, Telephone / Mobile No. of contact person.
2. Location Details with a sketch showing the location with nearby landmarks for easy identification.
3. Area of premises with ownership details as well as approved plan and **Carpet Area** of the premises.
4. Availability of water, power, enclosed parking & other facilities / amenities.
5. Document of approval from Bareilly Municipal Corporation for commercial activities.
6. Demand Draft (DD) (from Scheduled banks, other than co-operative banks) in favour of "Hindustan Petroleum Corporation Ltd" payable at Lucknow towards refundable EMD of Rs.5000/-. **Offers without EMD amount (except for NSIC registered parties and PSUs) shall be rejected. EMD should be submitted in a separate envelope and should not be sealed with priced bid.**
7. Bidders should sign and put rubber stamp on each and every page forming part of bid documents.
8. Bidder shall provide the completion and occupancy certificate of the building. In case where premises are under construction, bidders shall have to provide these documents before/during the technical evaluation by HPCL team.
9. Bidder shall provide document for registration of property/building in commercial use

In absence of any of the above mentioned documents the unpriced bid is liable to be rejected.

EMD Details DD No. _____ Date. _____ Bank _____

(Bidders to fill up EMD details here)

NOTE: EMD of all the unsuccessful bidders would be returned after the selection process is complete

Priced bid should contain only "priced quotation" and nothing else. Offers of Bidders submitting priced bid along with the unpriced bid shall be rejected. Similarly, offers of bidders submitting EMD amount demand draft along with priced bid shall be rejected. NOTE: BROKERS AND PROPERTY DEALERS ARE NOT ALLOWED TO QUOTE

Both unpriced and priced offers should be sealed in separate envelopes and super scribed on top of the envelopes with type of offer, name & address of the party, location of the premises being

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offered with a reference to the advertisement. Basis the details submitted in the offer, HPCL shall visit the location / premises to assess its suitability. The price bid of only those parties whose offer is found suitable shall be opened. We reserve the right to accept or reject any or all offers without assigning any reason whatsoever. The successful bidder shall have to enter into a "Leave & License Agreement" with us. The offer should be valid for a period of 180 days from the date of bid opening. HPCL takes no responsibility for delay, loss or non-receipt of documents sent by post / courier. Received quotations are merely offers and do not bind HPCL in any manner whatsoever. Suitability of the offered property/premise as office space shall be decided on the basis of a Technical Evaluation Committee Report to be framed by a Technical Evaluation Committee from the HPCL's end. The price bids shall be opened in the presence of technically qualified bidders. Applications received after due date and time, for any reason, will not be considered. Please note that in case of any confusion in tender documents in Hindi/English language, ENGLISH version will be considered as FINAL.

Last date for submission of the offers: 29-08-2019 at 15.00 Hrs. Opening of the technical bids: 05-09-2019 at 15.15 Hrs.

Bids are to be submitted at the following address before due date & time.

General Manager-Projects
CGD UP Cluster
Hindustan Petroleum Corporation Limited
City Gas Distribution, 1st Floor,
SA-72/79, D.D.Puram
Bareilly, 243122

Note: In this regards, Pre-bid meeting shall be conducted on 12.08.2019 at 15.00 hrs.

Office address:

**Hindustan Petroleum Corporation Limited
City Gas Distribution, UP Cluster
1st Floor, SA-72/79,
D.D.Puram, Bareilly,
Uttar Pradesh-243122**

Contact Person regarding this tender :

Sachin Verma, Manager - Projects (M: 8601880096)
Sagnik Mondal, Manager - Projects (M: 9051630555)

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II. SCOPE OF TENDER

HPCL requires office premises of 2000-2500 sq.ft (carpet area) for our City Gas Distribution Project for an initial period of 33 months which may be further extended for another 22 months with 10 % increase in the rates on same terms and conditions on leave & license basis. **Approximate carpet area required: 2000-2500 square feet. However, Party to note that the carpet area of less than 2000 sq. feet shall NOT be accepted. Party who offers carpet area more than 2500 square feet, shall be accepted only on a condition that rate per square feet shall be paid only up to a maximum of 2500 square feet.** The area shall be situated in the same building and in single floor only.

The accommodation shall be an approved commercial property and shall be located within Bareilly City limits, in any of the following localities/area/roads:

- I. Bareilly City -Civil Lines Area
- II. Bareilly City- Rampur Garden Area
- III. Bareilly City- D.D Puram Area
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N.B Access road to the property should be at least 30 feet wide.

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II. a. Special Terms and Conditions

Definition: It shall be read as referred thereof

Carpet Area: Carpet Area is the area enclosed within the walls, actual area to lay the carpet. This area does not include the thickness of the inner walls. It is the actual usable area of an apartment/office.

1. The property of subject premises shall have a clear and marketable title and must be approved for commercial purposes. The owner must have absolute & exclusive ownership of the premises and undisputed possession. In case, the premises is owned by more than one owner(s), such joint owners can quote through one of them holding Power of Attorney (POA) for others.
2. The bidder shall have applicable statutory clearances such as Municipal, Urban land Ceiling, Income tax clearance, Nil encumbrance etc.
3. Premises shall have sufficient internal carpet area for making project office. Premises shall have all basic amenities like toilets (minimum 2 nos. of toilets one each for ladies and gents), 24 hrs. Water, Electricity, ample parking space (paved) for vehicles [minimum of 02(two) nos. four wheeler vehicles i.e. cars, parking space enclosed or within 100 meters from project office] proper approach from main road etc. Internal painting and flooring shall be complete in all respect and in good condition. Plumbing fixtures should be in good working condition. **Bidder to provide separate meters for water and electricity for HPCL use. Also, Bidder to provide provision for installation of minimum 20 KVA DG set for HPCL use (with necessary cables & fittings). One dedicated earthing should be provided for connecting the electrical equipment.** Bidder to note that electricity bill from electricity board shall be paid as per the tariff charged by the respective electricity company.
4. If Bidder provides dedicated DG set for HPCL office use (minimum of 20 KVA), price advantage of 5% shall be given to bidder in quoted rates (Pls refer clause no. 20 of special terms & conditions). In such as case bidder to provide a separate meter for monthly consumption and certification of readings and billing. Bidder to note that DG consumption charges shall be paid basis on monthly certified readings and 1.5 times of the per unit rate charged by respective state electricity board applicable during the month of consumption. Bidder to note that in case of DG provided by bidder, all expense related to running and maintenance shall be liable to bidder only. Also bidder to ensure 100% availability of DG in good running condition and no shutdown of DG during absent of electricity power. If bidder fails to ensure 100% availability of DG during electricity failure, 3-time penalty shall be imposed on bidder for non-availability period of dedicated DG for HPCL office. Penalty charges shall be according to per unit rate of respective state electricity board during the non-availability period of DG for HPCL office use. DG shall be acoustic proof, minimum

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of 20 KVA capacity. Bidder to ensure that Installation of DG with arrangement of proper and dedicated earthing as per shall be as per applicable IS code. Also, DG should operate immediately in auto mode during electricity failure. If there is a consistent failure for more than 02 days, then HPCL shall make alternative arrangement at the risk & cost of bidder. In case of any additional payments made by HPCL for this alternative arrangement (beyond 1.5 times electricity charge), the same shall be recovered from monthly rental of the bidder.

5. Premises shall have min. 02 numbers of toilets dedicated one each to male and female for use. Toilets for male use shall have min. 01 no. of commodes, 03 no. of urinals and 02 no. of wash basin with associated fittings and female toilets shall have min. 01 no. of commodes, 01 no. of wash basis with associated fittings. Men and Female toilets shall be dedicated and separate from each other. Size of male toilets may be varying from 3000mm x 2000mm to 3500 mm x 2000 mm and female toilets size may be from 2000mm to 2000mm (size may be adjusted as per requirement given above).
6. Premises shall have dedicated parking space for minimum 02 numbers 4 wheelers (cars). **Bidders to note that premises having parking space less than 2 numbers of 04 wheelers (cars) shall not be considered and stand rejected.** Parking space shall be paved area, enclosed or within 100 meters distance round the direction from office building area. Bidders shall be given advantage of upto 6% in quoted rates if they offer parking space for more than 02 numbers of 04 wheelers vehicles (cars) up to a maximum number of 6 vehicles on apportionment basis as given below:

Example:

Case 1: Bidder A is having parking space of 02 numbers of 04 wheelers (cars) and Bidder B is having parking space of 6 numbers of 04 wheelers (cars)

Let us assume that both the bidders quoted rate per sq. feet as Rs 40/- per Sq ft.

As per above condition, Bidder B shall be given advantage of upto 6% (max. of 06 numbers of 04 wheelers vehicle) in quoted rates for evaluation purpose

$$=40*(6/6)*6\%$$

=2.4/- (Rs 2.40 advantage shall be given to bidder B, having 6 numbers of parking space for evaluation purpose and his bid rate will be considered as Rs 37.60 per Sq ft against his quoted rate of Rs 40 per Sq ft.

Therefore, bidder B shall be treated as lowest bidder (L1) in this case.

Bidders to note that the above arrived rate per square feet with advantage shall be referred for evaluation of bidding only. However, bidder shall get paid as per original rate quoted by bidder (Say, Rs. 40.0/ per square feet in this case)/negotiated rates.

Case2: Bidder A is having parking space of 02 numbers of 04 wheelers (cars) and Bidder B is having parking space of 3 numbers of 04 wheelers (cars)

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Let us assume that bidder A has quoted a rate of Rs 40.0/- per Sq ft. and bidder B has quoted a rate of Rs 43.0/- per Sq ft.

As per above condition, Bidder B shall be given advantage of upto 6% (max. of 06 numbers of 04 wheelers vehicle) in quoted rates for evaluation purpose

$$=43*(3/6)*6\%$$

=1.29/- (Rs 1.29 advantage shall be given to bidder B, having 3 numbers of parking space for evaluation purpose and his bid rate will be considered as Rs 41.71 per Sq ft. against his quoted rate of Rs 43 per Sq ft.

Therefore, bidder A shall be treated as lowest bidder (L1) in this case.

7. Stamp duty towards execution of Leave & License agreement shall be borne by HPCL.
8. Premises shall be situated in commercial area with easy access and good surroundings.
9. Office approach area shall be free from water logging.
10. Payment of Advance / Security Deposit shall be made by cheque / e-payment at the time of execution of Leave and License agreement. Monthly payments shall be made before 10th day of each month.
11. The premises shall be ready in all respects for occupation on the date of signing of agreement.
12. Interiors and air conditioning will be carried out by HPCL, if required. Party to provide "No Objection" for same.
13. Offers through **BROKERS AND PROPERTY DEALERS SHALL NOT BE ENTERTAINED**
14. The owner will execute Leave & License agreement with HPCL as per standard format (copy enclosed), upon successful finalization / acceptance of bidder's bid. All terms and conditions listed in the enclosed draft Leave and License agreement form part of this tender. Bidder to sign & stamp enclosed draft Leave and License agreement format as a token of acceptance.
15. Option of renewal of Leave & License agreement rests with HPCL.
16. Any dispute with third party, arising out with regards to the property shall be directly settled by the owner of the property.
17. If bidder wishes to re-sell the property within the period of leave & license to HPCL; NOC shall have to be obtained from HPCL before resale in order to abide by the agreement clauses by the new owner.

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18. The building / premises must have lifts if the same is offered on 2nd floor or higher floors & have dedicated backup generator for lifts and other common utilities. Availability of lift in good working condition and other common utilities shall be bidder responsibility and no extra charge shall be paid towards up keeping, running and maintenance of lift and other common utilities. Premises shall have provision of lift in working condition and staircase both for access and safe exit in emergency use.
19. Separate provision should be available for installation of DG set for HPCL requirements
20. Bidder to provide min 20 KVA DG set for dedicated power back up for HPCL carpet area offered for use. Bidder shall get additional 5 % advantage in rates per square feet in case of providing dedicated DG set of 20 KVA or more power back up for HPCL use. Bidder to note that availability of less than 20 KVA DG set shall not be considered for bid price advantage.

For example:

Case 1: Where bidder A is not having dedicated DG set, Bidder B is having 15 KVA DG set and Bidder C is equal to or more than 20 KVA dedicated DG power backup for HPCL use.

Let us assume that all three bidders quoted rate per sq. feet as Rs 40/- per Sq ft. As per above condition, bidder C shall be given advantage of 5% (for providing DG set 20 KVA or more than 20 KVA)

-Bidder A is not having DG set, quoted rate per sq.ft (Rs.) =40.0/- (No advantage shall be given as per above condition)

-Bidder B is having dedicated DG set 15 KVA, quoted rate per sq.ft (Rs)= 40.0/- (No advantage shall be given as per above condition)

-Bidder C is having dedicated DG set 20 KVA, quoted rate per sq.ft (Rs)= 40.0/- (5% advantage shall be given as per above condition)

=40* 5%

=2.0 /-

Therefore, quoted price per sq. ft for bidder C for evaluation purpose shall be = Rs 40-02 = Rs 38.0/-

-Bidder C shall be treated as lowest bidder (L1) in this case.

-Bidders to note that rate per square feet with advantage shall be referred for evaluation of bidding only. However, bidder shall get paid as per original rate quoted by bidder (Say, Rs. 40.0/ per square feet in this case)/negotiated rates.

21. The building should not be more than 10 years old.
22. NO CONDITIONS SHALL BE MENTIONED IN PRICED BID. PRICE BID SHALL CONTAIN ONLY PRICE AND TAXES. CONDITIONAL PRICED BID SHALL BE REJECTED. PRICE TO BE QUOTED IN RS PER SQUARE FEET ONLY

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III. UNPRICED (TECHNICAL) BID: INFORMATION TO BE FURNISHED WITH UNPRICED BID:

1. Name of Bidder/Owner : _____

2. Address for Correspondence : _____

3. Contact No. : _____

4. Address of Premises Offered : _____

5. Road/Area/Localities name on which premises is situated : _____
Specify the floor whether ground/1st/2ndetc : _____

6. Total Carpet Area offered : Area _____ Sq.ft

7. No. of toilets- 2 Nos
(one each for ladies & gents) : Yes/No
(Specify area of each toilet) : Area _____ Sq.ft

8. Available parking for min. 02 (two) four Wheeler vehicles : Yes/No

9. Parking space : Paved/unpaved
Specify No. of Parking space Available for 4-wheelers (cars) : _____ Numbers

10. Parking space at/from building : Enclosed/Nearby
(Specify distance for nearby parking) : _____ Meters

11. Backup Generator : Yes/No
(If Yes, then mention set capacity) : _____ KVA

(Whether DG is available for dedicated use) : Yes/No

12. Lift : Yes/No/NA

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13. Separate Bore well with pump : Yes/No
(If No, specify source of water) : _____
14. Overhead tank & plumbing : Yes/No
Fixtures available & in
Working condition
15. 3 Phase Power Source available : Yes/No
(Please specify the approved kVA/kWh)
16. Type of Premises : Single storey/multi storey
17. Internal Painting complete in all : Yes/No
Respects and in good condition
18. Terms & Condition of enclosed : Yes/No
Leave & License Agreement acceptable
To bidder
19. Premises offered will be in ready : Yes/No
Condition for occupation at the date
Of signing agreement
20. Extension of Leave & License for 02 terms : Yes/No
Of 11 months' period at same rate, terms
& conditions
21. Whether the construction is less than : Yes/No
10 years old
22. Whether the offer area property registration : Yes/No
is commercial
23. Please tick () mark the signed documents which are attached with the technical bid:
- a. Ownership Documents ()
 - b. Nil Encumbrance, Clear Possession,
Completion Certificate, Occupancy Certificate ()
 - c. Proof of payment of Municipal taxes, water bill
& electricity bills ()
 - d. Key plan, approved drawing/plan of the premises Offered ()
 - e. Copy of Power of Attorney (Refer clause 1 of special
Terms and Conditions. If applicable, holder as referred
In terms & conditions shall submit a copy of POA) ()

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- | | | | |
|----|-------------------------------------------------------------------|---|---|
| f. | Signed copy of Leave & License Agreement as a token of acceptance | (|) |
| g. | Proof towards commercial registration of property | (|) |
| h. | Proof towards building/floor construction period | (|) |

Note:

1. **The Bid is liable for Rejection if the documents required as per SI. No. 23 are not attached.**
2. **In case where premises are under construction, bidders shall have to provide the completion/occupancy/possession certificate before/during the technical evaluation by HPCL team against requirement of documents for SI No. 23, point no. b.**

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IV. LEAVE AND LICENSE AGREEMENT

THIS AGREEMENT made at..... (Place), thisday of.....(Month).....(Year) between aged years, son of..... residing at....., hereinafter called 'The Licensor' (which expression shall wherever the context so requires or admits mean and include his heirs, executors, administrators and assigns) of the one part Hindustan Petroleum Corporation Ltd., a Company incorporated under the Companies Act 1956 and having its registered office, at 17, Jamshedji Tata Road, Churchgate, Mumbai - 400 020, hereinafter referred to as 'The Licensees' (which expression shall wherever the context so requires or admits, mean and include its successors, and permitted assigns) of the other party.

WHEREAS the Licensor is the owner of Office space at..... more fully described in Schedules I & II hereto hereinafter called the '**said premises**'.

WHEREAS the Licensee have approached the Licensor to allow the Licensee for permission to use and occupy the said premises for some time on Leave and license basis.

AND WHEREAS the Licensor has agreed to allow the Licensees to use and occupy the said premises on Leave and license on terms and conditions hereinafter mentioned.

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Licensor hereby grants leave to the Licensees to occupy and use the said premises initially for a period of thirty three months from.....to..... on Leave and license basis. The license shall be renewed for another period of 22 months at the option of the Licensee with 10% increase in rate with same terms and conditions and the deposit amount mentioned in this agreement.
2. The said premises shall be used and occupied by the Licensee for office accommodation purpose or for any purpose ancillary thereto and for no other purpose whatsoever.
3. The compensation or license fee for the use and occupation of the said premises including enclosed car parking etc. shall be
 - a. Rs.....(Rupees *.....) per month for 1st 33 months (Month 1 to 33).

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- b. Rs..... (Rupees *.....) per month for 2nd 22 months (Month 34 to 55) to be paid in advance for each month on or before the 10th day of each month.

***Note: Please DO NOT mention rates in above point no 3 (I) & 3(II) in this unpriced bid document.**

4. The Licensees shall deposit with the Licensor a sum of Rs.....
(Rupees) equal to three-month compensation / license fee for the use and occupation of said premises along with fixtures and fittings and enclosed parking which shall be adjusted against concluding three months of the last eleven months of the Leave and license period. The said deposit shall not bear any interest. In the event of termination of the Leave and License Agreement prior to expiry of initial eleven months' period or the extended period as stated in Clause 1 above, the deposit amount will be refunded by the Licensor to the Licensees on the last day of the notice period as provided in Clause 11 of this agreement. In the event, the Licensor fails to refund the deposit on the day specified above, the Licensees shall be in their rights to hold off vacating the said premises at the cost and consequences of the Licensor till realization of the deposit amount to be paid by the Licensor.
5. The electricity charges for electricity consumption in the said premises will be paid by the Licensees to the authorities concerned as per the respective meter reading and the Licensor will not be responsible for the same.
6. The Licensor shall pay all the existing and future rates, taxes and water charges levied by the Municipal Corporation or by any Government or semi-government bodies or local authorities. The Licensor shall also be responsible to pay the maintenance charges or society charges, if any, to the Cooperative Society or Residents Association or the Builder in respect of the said premises and the same shall not be recoverable from the Licensees.
7. The Licensees will be allowed to use the open space of the Licensor (as shown in the attached Plan to this Agreement) near the building in which the said premises are situated for parking cars owned or hired by the Licensee or their employees of the Licensee.
8. The premises have normal electricity fittings and fixtures as described in Schedule - II. The Licensees shall be at liberty to install (i) additional electrical / electronic fittings and fixtures, telephone connections inside the said premises, (ii) internal partitions / cubicles for proper sitting arrangement of employees and (iii) their name boards / sign boards / logo, etc. at the entrance of the said premises at their cost. The Licensee shall remove such fittings and fixtures on expiry / termination of this Agreement.
9. Alternate generator power back up during shutdown periods of regular electricity supply in case provided by the Licensor, The Licensee shall pay the charges towards actual use to the Licensor on monthly basis.

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10. If licensor provides dedicated DG set for HPCL office use (minimum of 20 KVA), then licensor to provide a separate meter for monthly consumption and certification of readings and billing. Licensor to note that DG consumption charges shall be paid by licensee basis on monthly certified readings and 1.5 times of the per unit rate charged by respective state electricity board applicable during the month of consumption. Licensor to note that in case of DG provided by licensor, all expense related to running and maintenance shall be paid by to licensor only. Also licensor to ensure 100% availability of DG in good running condition and no shutdown of DG during absent of electricity power. If licensor fails to ensure 100% availability of DG during electricity failure, 3-time penalty shall be imposed by licensee on licensor against non-availability period of dedicated DG for HPCL office. Penalty charges shall be according to per unit rate of respective state electricity board during the non-availability period of DG for HPCL office use. DG shall be acoustic proof, minimum of 20 KVA capacity. Licensor to ensure that Installation of DG with arrangement of proper and dedicated earthing as per shall be as per applicable IS code. Also, DG should operate immediately in auto mode during electricity failure.
11. The Licensee shall themselves or through their affiliates use the said premises and shall not transfer in any manner the benefits under this Agreement to any one nor shall part with the possession of the said premises or any part thereof in favour of anyone.
12. At any time during the currency (including renewal) of this agreement, the Licensee shall have the option to terminate this agreement by giving three calendar months' previous notice in writing to the Licensor. Similarly, Licensor shall be entitled to terminate the leave created under this agreement at any time by giving the Licensees three-month notice in writing of their intentions to do so.
13. The Licensee shall not at any time put any claim of tenancy or sub-tenancy or any other right or title in the said premises and this agreement shall not be constructed to create any such right whatsoever in favour of the Licensees.
14. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor or to the others where the said premises is situated.
15. The Licensees shall hand over vacant possession of the said premises in same condition subject to normal wear and tear, to the Licensor after expiry of this Agreement or upon termination as provided in Clause 11 of this Agreement.
16. The Licensees shall not carry out any structural alternations or additions or changes in the said premises without the prior consent in writing of the Licensor.
17. The Licensees shall keep the interior of the said premises and Licensor's fittings and fixtures therein in good and tenantable repair and condition.
18. The Licensees shall be entitled to put up fixtures and fittings in or upon the premises including name boards or sign boards, partitions, cabin, lighting, fans, Air conditioners, provisions for computers or other interior work of a removable nature including incidental electrical works for the same for purpose of using the premises.

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19. In the event that the licensor fails or neglects to
 - i). Perform necessary maintenance or repairs despite intimation by the licensee
 - ii) Pay any property tax/ other taxes/ levies or outgo in respect of the premises which the licensor is thereby required to pay, the licensee is hereby permitted and authorized to effect the necessary repairs and / or maintenance and the costs thereof or any other payment made by it shall be adjusted from the rent payable to licensor.
20. Unless otherwise agreed in writing the licensee shall not be liable for any other payment and licensor shall bear the property tax and all other taxes, levies or outgo in respect of the premises.
21. This leave and license agreement may be terminated by the licensee at any time by giving one month's notice in writing to the licensor.
22. The Licensee shall deduct income Tax deduction at source, which shall be on the rent paid by the Licensee, and necessary Certificate shall be provided at the end of each financial year.
23. If at any time during the period of lease, the demised premises or any part thereof be destroyed or damaged by fire or any other natural calamities the Licensor will bear the expenses for the destruction or damage caused to the demised premises and the fixtures provided in schedule II (as per actual during the agreement)
24. That in event of damage to the demised premises, due to any reason, other than due to lessee's own act, which in opinion of lessee, renders the premises inhabitable, the lessee will be at liberty to terminate this agreement immediately, without any liability of future rent.
25. If at any time during the period of lease the premises or any part thereof be destroyed or damaged due to negligence or carelessness of the inmates permitted/ allowed, the Lessee will bear the expenses for the destruction or damage caused to the exterior/ interior of the premises including fixtures as described in Schedule I & II hereunder.
26. The Licensee shall be at liberty to determine this agreement by giving to the lessor sixty (60) days' notice in writing expiring or at any during the currency of this agreement.
27. Neither the Licensors nor the Licensee shall erect any structure or effect any other changes, additions or alternations to the demised premises internally or externally; provided however the Licensee may attach or fix any fixtures and fittings including air conditioners without in any manner substantially altering or damaging the premises or any part thereof and on expiry or termination of the

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lease the Licensee restores the demised property to the Licensors in their original condition subject to normal wear and tear.

28. On vacating the premises for any reason whatsoever, the licensee shall return the premises in the same condition as it is now given, normal wear and tear excepted.

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V. DECLARATION FOR NOT BEING DELISTED

We , M/s. hereby declare / clarify that we have not been banned, put on holiday list, Blacklisted or delisted by Government of India / Ministries of Government of India / Government of India Enterprises.

We also confirm that we have not been put on holiday/ blacklisted by or black listed by any Government Department / Public Sector on due date of submission of bid.

Stamp and Signature of Bidder

Note: This Declaration should be on the letter head of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. Please provide following details along with your offer:

DESCRIPTION	BIDDER'S RESPONSE (To be filled by Bidder)
NAME OF THE COMPANY/ PARTY	
POSTAL ADDRESS:	
NAME OF THE CONTACT PERSON	
MOBILE NO. OF THE CONTACT PERSON	
TELEPHONE NO.	
E-MAIL OF THE BIDDER	
FAX NO. OF THE BIDDER	

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VI. DECLARATION/UNDERTAKING ACCEPTING ALL TENDER TERMS AND NIL DEVIATION

We, M/s _____ hereby, unconditionally accept all terms & conditions of this **TENDER JOB: -TENDER FOR HIRING LEASE OFFICE AT BAREILLY CITY FOR CITY GAS DISTRIBUTION PROJECT** including schedules, quantities, completion period, technical specifications without any deviations.

Note: In case of deviations (whether technical or commercial) the above declaration should not be submitted and the deviations should be mentioned / enclosed with unpriced bid itself and in any circumstances it should not be mentioned / enclosed with PRICED BID. In absence of any deviations mentioned in UNPRICED BID, it would be concluded that bidder has submitted his offer as per tender specifications, terms & conditions.

Stamp and Signature of Bidder

Note: This Declaration should be on the letter head of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder. Please provide following details along with your offer:

VIII. NSIC/MSE DECLARATION DETAILS

TO BE FILLED BY BIDDERS REGISTERED WITH NSIC		
1.	NAME OF BIDDER	
2.	WHETHER REGISTERED WITH NSIC/MSME :	YES /NO
3.	WHETHER COPY OF NSIC/MSE CERTIFICATE ENCLOSED :	YES /NO