

HINDUSTAN PETROLEUM CORPORATION LIMITED

(A Government of India Enterprise)

Kota Retail Regional Office
3-A-5, Rangbari Road, Nr. Keshavpura Circle, Talwandi, Kota 324 005

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TENDER FOR HIRING OF OFFICE PREMISES IN KOTA

Hindustan Petroleum Corporation Ltd (HPCL), invites sealed offers for taking "Office Premises" on Lease Basis in two bid system from interested parties owning the Office Premises:

- a) Technical Bid.
- b) Price Bid.

Area Required: Between 3500 SFT to 4500 SFT of carpet area.

- The area shall be situated in the same floor of the building or with two consecutive floor in the same building. However, incase of two consecutive floors, each floor should have atleast 1500 SFT of carpet area.
- The bidder may offer higher carpet area, however rent shall be calculated and paid upto the maximum limit of 4500 SFT of carpet area.

Period of Lease: 5 years with renewal option for another 2 terms of 5 years each.

Location of Office Premises: Property being offered shall be in any of the following areas in Kota City of Rajasthan State.

1. From Railway Station to Antaghar circle to Kotri Chauraha to Aerodrome circle to Gobriya bawdi circle to Anantpura Tiraha.
2. From DCM Circle to Aerodrome circle to CAD circle to Chambal Garden.
3. From CAD Circle to Keshavpura chauraha to Ghatothkach Circle to Kabir Circle to Khade Ganashji Tample.
4. From Gobriya bawadi circle to Ghatothkach Circle to GAD Circle to Kota Dairy Plant.
5. From Anantpura Tiraha to Kabir Circle to Kota University.
6. From Talwandi circle to Mahaveer nagar 1st circle.
7. From Commerce College to Talwandi Circle to Keshavpura circle to Teen batti circle to GAD Circle to R K Puram Police Station.
8. On Dadabari Road.
9. From L.I.C. office on Rangbari Road to Ahinsa circle to BSNL Circle to Football ground (Rawatbhata road).
10. From Sainji Maharaj circle to BSNL circle to Kalpana Chawla circle.
11. From Agnishamak Kendra to Asinsa circle to Bansal Public School.
12. Government Law College to Kalpana Chawla circle to Government Medical College.
13. From Dakniya Railway station road connecting IL township.
14. Indraprastha Industrial Area Road No. 1,2,3,4,5,6.
15. From Antaghar circle to Borkheda.

Terms & Conditions:

1. The property of the subject premises should have a clear marketable title and the owner should have absolute & exclusive ownership of the premises with undisputed possession.
2. The property offered should have all statutory approvals / clearance such as Municipal Urban Land Ceiling, Building Construction Approvals and Occupancy Certificate etc., for use as Office for Commercial / Office use Purpose.
3. In case, any of statutory approvals / clearance such as Municipal Urban Land Ceiling, Building Construction Approvals and Occupancy Certificate etc., for use as Office for Commercial / Office use Purpose are not available, bid can be accepted at HPCL discretion, subject to submission of a duly notarized indemnity Bond-cum-undertaking (Format Attached – Annexure II) along with the application. Proof of applications submitted for various approvals to the concerned authority should be submitted along with the Technical Bid. However, such bids shall be considered for technical evaluation, only when no other bid (meeting above clause no. 2) is technically acceptable.
4. The premises should have all basic amenities like toilets, water, electricity, lift (if offered space is on 2nd floor & above), car parking space for at least 3 cars & proper approach from the main road. In case peripheral walls (with plaster), flooring, electrical connection, separate electrical meter, water supply arrangement, lift (if offered space is on 2nd floor & above), toilet with fittings etc. are not readily available; the bidder shall have to indemnify HPCL to the effect that the referred facilities shall be made available within one month of Letter of acceptance by HPCL at no extra cost to HPCL (Format Attached – Annexure III).
5. The building should have preferably power back up for lifts & common area lighting.
6. Bidder's to attach necessary documents in support of structural stability of building from Govt. Registered Structural Engineers. HPCL reserves the right to check the stability of the building thru Competent Person/s and decide accordingly.
7. Premises should be with easy access and good surroundings and should be well connected with public transport. Necessary local statutory approval for setting up the office shall be obtained by the bidder.
8. In case the premises are owned by more than one owner, such joint owners can quote through one of them holding power of attorney duly notarized.
9. The Interiors / Air Conditioning shall be carried out by HPCL, without structural changes. Separate provision should be available for installation of AC outdoor units on non-chargeable basis for HPCL requirements.
10. Brokers/ Property Dealers need not apply.
11. Selection of the premises shall be on lowest offer basis (NPV¹ @ 10%) with the total rental outgo for HPCL among the technically acceptable offers for the total lease period of 15 years.
12. The bid shall remain valid for a period of 180 days from the date of opening of the unpriced bid of the tender. Bid valid for shorter period may be rejected by the HPCL as non-responsive.
13. Payments shall be made to the owner through e-transfer, on monthly basis.
14. Society maintenance charges, Amenity Charges and other Charges, if any, other than water & power are required to be borne by the owner of the property. Electricity Connection shall be taken by Land Lord & only charges towards consumption of electricity shall be paid by HPCL.
15. All Municipal / Govt / Other Taxes / Charges / Cess / levies shall be borne by the owner of the property.

¹ **Net Present Value:** Please refer enclosed sample calculations for details.

16. The Technical/Unpriced offers found suitable, after the initial scrutiny of the documents would be taken up for technical visit of the premises by a technical committee for assessment of the premises offered. Decision of the technical committee on the suitability of any premises shall be final and binding on the bidders.
17. Price bid offers of the premises qualified by the technical committee shall be opened in the presence of the qualified bidders on pre-specified date.
18. In case if any of the documents like title deed, building permission and other approvals are in local language (other than in Hindi and English), duly notarized English translation of the documents are to be submitted along with the documents.
19. The successful bidder/s shall execute HPCL's Standard lease agreement with HPCL (please refer enclosed draft lease agreement for details). Necessary Stamp duty charges for the lease agreement will be borne and paid by HPCL. Successful bidder will co-ordinate for the same and bear any incidental charges.
20. The bidder shall have to indemnify HPCL to the effect that the offered property is not subject to any attachment, lien, charge, recovery or litigation in the Standard Format (Format Attached – Annexure I)
21. Separate provision should be available for installation DG Set and Earth Pits / Connections on non-chargeable basis for HPCL requirements (DG to be provided and maintained by HPCL).
22. HPCL, may depending upon requirement modify / amend conditions or cancel the applications.
23. Bid document is not transferable. Fax / e- mail bids shall not be accepted
24. In case of any clarifications, tenderer may contact Shri Rajesh Kumar Singh, Ch. Regional Manager – Kota Retail Region , Phone No: +91 80033 53111 OR Shri Anurag Agrawal, Sr. Manager – Retail Upgradation, Kota Retail Region, Phone No: +91 87695 88881.
25. Bidders are requested to quote rates in the price bid only (format enclosed), please do not quote / mention rates anywhere else in the tender other than price bid. In case bidder quotes rates at any other place (other than the price bid), the rates quoted in price bid shall only be considered for evaluation. In case bidder happens to be lowest basis above evaluation, the lower of the two rates (mentioned by bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for future considerations.
26. No suo-moto reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid(s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for future considerations.
27. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
28. Courts in the city of KOTA alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalisation of the tender.
29. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.
30. Interested party may submit their offers as per details given below :

A) TECHNICAL / UNPRICED BID

(To be submitted in a sealed envelope superscribing “TECHNICAL/ UNPRICED BID for LEASING Office Premise at KOTA”)

Technical/ Unpriced bid must contain following details/ documents:

- a. Name & Photograph of the owners of the property, address & Contact Phone number details.
- b. Complete Address of the offered property.
- c. Area (Built up) in sq feet
- d. Area (Carpet) in sq feet
- e. Photograph of the offered property.
- f. Government approval for usage of property for the purpose.
- g. Building usage permission OR Notarized Bond-cum-undertaking (Annexure II).
- h. Stability Certificate of building from Govt. Registered Structural Engineers.
- i. Key plan of approved drawings/ plan of the premises clearly marking the area of space offered and space allocated for minimum of 3 car parking.
- j. Notarized Indemnity to the effect that the offered property is not subject to any attachment, lien, charge, recovery or litigation (Annexure I)
- k. Power of attorney, if applicable
- l. Notarized Indemnity to the effect that the referred facilities shall be made available within one month of Letter of acceptance by HPCL at no extra cost to HPCL (Format Attached – Annexure III)
- m. English translations of the documents (Duly Notarized)
- n. Copy of this tender document (26 pages) with sign at the bottom of each page as token of acceptance to the terms of tender.

Please note that there shall not be any reference of the OFFERED PRICE in the Technical Bid. Bidders are requested to quote rates in the price bid only, please do not quote / mention rates anywhere else in the tender other than price bid. In case bidder quotes rates at any other place (other than the price bid), the rates quoted in price bid shall only be considered for evaluation. In case bidder happens to be lowest basis above evaluation, the lower of the two rates (mentioned by bidder at any other place in tender and rates mentioned in the price bid) shall be applicable for future considerations.

B.PRICE BID:

(To be submitted in a sealed envelope superscribing “PRICE BID for LEASING Office Premise at KOTA” as per enclosed format)

The Price Bid shall have rate mentioned in Rupees per sq feet of carpet area.

The rate quoted shall be mentioned both in figures and words legibly without any over writing/s.

General Terms / Instructions

The price bid and unpriced bid (Technical Bid) shall be kept in separate sealed envelopes super scribing the bid type & duly sealed. Both these envelopes shall be kept in another sealed envelope and shall be super scribed as "PRICE BID for LEASING for Office Premises – KOTA" and shall be submitted before the due date and time at above address at Kota.

Tenders submitted without complying with the above requirement are liable for rejection and the decision of HPCL shall be final in this regard. The bids received in open / un-sealed condition are also liable to be rejected.

HPCL reserves the right to reject any or all Offers at its discretion and also cancel the process without assigning any reason whatsoever. After opening of the technical bids, HPCL at its discretion, may ask the bidder(s) for clarifications/ additional documents on their bids.

Last date of submission of offers: 25-Oct-2018 @ 1500 HRs (IST)

Date for opening of the Technical / Unpriced Bids: 25-Oct-2018 @ 1530 HRs (IST)

Bids received thru e-mail / fax or any other mode other than the submission of Hard Copy at the above address shall not be accepted. Bids received after the due date and time shall be rejected and the representative of such bidders shall not be allowed to attend the tender proceedings. HPCL shall not be responsible for any postal delays.

The Technical cum unpriced bids would be opened at the date & time mentioned above in the presence of bidders present.

Grievances of parties participating or indent to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.

In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding. The Arbitration, if any, shall be dealt as per our Standard Arbitration Procedure (Format Attached)

All the documents attached to this, shall form part of tender. The Bidders are requested to sign at the bottom of the each page as token of acceptance to the terms of tender.

The separately sealed tender covers of unpriced bid and priced bid are to be dropped before due date and time i.e. 25-Oct-2018 @ 1500 HRs at HPCL, Kota Retail Regional Office, 3-A-5, Rangbari Road, Nr. Keshavpura Circle, Talwandi, Kota 324 005 in the tender box superscribed as "TENDR BOX" placed at the entrance in locked condition.

All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or any other Government Company, or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs. 40,000/- per case for transportation contracts and Rs. 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stagewise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.

Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Kota for all purposes. The Arbitration shall be held at Kota and conducted in English language.

The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

INDEMNITY BOND – CUM – UNDERTAKING
(ON STAMP PAPER OF RS. 100/- DULY NOTORISED)

This Indemnity Bond cum Undertaking is executed on this _____ day of _____ 201_ by S/Shri_____ and _____ residing at _____ the land lords/owners of the premises (hereinafter called “the Indemnifier”, which expression shall include his/their legal heirs, successors and assigns) in favour of Hindustan Petroleum Corporation Ltd. (HPCL), a Government of India Enterprise, registered under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai – 400020 and a Zonal Office at First Floor , Shree Balaji Alfa Bazaar , Opp : Thakorbbhai Desai Hall , High Street – 1 , Law Garden , Ahmedabad – 380 006 (hereinafter called “ the Indemnified” which expression shall include its successors and assigns).

WHEREAS the indemnified has proposed to take Building/Premises on lease in pursuance of tender/bid _____ dated _____.

WHEREAS I/We the indemnifier am/are the Sole/Joint owner/s of the Building/Premises (hereinafter referred to as Demised Premises) located at _____ which is proposed to be taken on Lease by HPCL for the proposed Retail Regional Office of their, Kota Retail Region.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No : _____, Khasra No: _____, Carpet Area _____ of Mauza _____ Thana No: _____, District _____ to HPCL on Lease for a period of 5+5+5 years on mutually agreed rentals.

AND WHEREASE I/We am/are the sole/joint owner of the Demand Premises and as such I/We am/are entitled to lease the same to HPCL.

AND WHEREASE I/We understand that as required under the terms & conditions of the tender/Bid _____ dated _____. I/We “the Indemnifier” hereby irrevocably and unconditionally and jointly and severally undertake that the demised premises is free from all encumbrances whatsoever & has/is never been subject to any attachment, Lien, charge, Mortgage, recovery or litigation. The Indemnifier further undertakes to indemnify and always keep indemnified, “the Indemnified” HPCL from and against all demands, loss or damage or cost, charge, expense, suit or proceedings caused to or suffered or would be caused to or suffered by the Indemnified.

In addition to this, the Indemnified HPCL will be at liberty to terminate the said lease without assigning any reason & without prejudice to any other rights arising in its favour and can initiate action as deemed fit by it & I/We agree and undertake not to raise any objection/Protest/Counter claim etc. against the Corporation.

AND “the Indemnifier” hereby agree/s with “the Indemnified” that this Indemnity shall remain valid and irrevocable until the settlement of all claims of “the Indemnified” arising hereunder.

In witness “the Indemnifier” have hereunto set and subscribed his/their hand this day and year first herein above written in the presence of witnesses.

(_____)
Executor/Indemnifier .

IN THE PRESENCE OF:

WITNESS:

1. (_____)

2. (_____)

INDEMNITY BOND – CUM – UNDERTAKING
(ON STAMP PAPER OF RS. 100/- DULY NOTORISED)

This Indemnity Bond cum Undertaking is executed on this _____ day of _____ 201_ by S/Shri _____ and _____ residing at _____ the land lords/owners of the premises (hereinafter called “the Indemnifier”, which expression shall include his/their legal heirs, successors and assigns) in favour of Hindustan Petroleum Corporation Ltd. (HPCL), a Government of India Enterprise, registered under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai – 400020 and a Zonal Office at First Floor , Shree Balaji Alfa Bazaar, Opp : Thakorbhaj Desai Hall , High Street – 1 , Law Garden , Ahmedabad – 380 006 (hereinafter called “the Indemnified” which expression shall include its successors and assigns).

WHEREAS the indemnified has proposed to take Building/Premises on lease in pursuance of tender/bid _____ dated _____.

WHEREAS I/We the indemnifier am/are the Sole/Joint owner/s of the Building/Premises (hereinafter referred to as Demised Premises) located at _____ which is proposed to be taken on Lease by HPCL for the proposed Retail Regional Office of their, Kota Retail Region.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No : _____, Khasra No: _____, Carpet Area _____ of Mauza _____ Thana No: _____, District _____ to HPCL on Lease for a period of 5+5+5 years on mutually agreed rentals.

AND WHEREASE I/We am/are the sole/joint owner of the Demand Premises and as such I/We am/are entitled to lease the same to HPCL.

AND WHEREASE I/We understand that as required under the terms & conditions of the tender/Bid _____ dated _____. I/We am/are at present not able to submit the statutory approvals / clearance such as Municipal Urban Land Ceiling, Building Construction Approvals and Completion/ Occupancy Certificate/ documents and therefore undertake to submit the same at the earliest on its receipt/ availability.

NOW THIS INDENTURE WITNESSETH THAT, in consideration of the premises aforesaid “the Indemnifier” hereby irrevocably and unconditionally and jointly and severally undertake to indemnify and always keep indemnified, “the Indemnified” HPCL from and against all demands, loss or damage or cost, charge, expense, suit or proceedings caused to or suffered or would be caused to or suffered by the Indemnified INCLUDING THE AMOUNT SPENT ON THE INTERIORS.

IN CASE OF EVICTION ORDERED BY THE COMPETENT AUTHORITY/COURT by reasons of accepting the lease without completion / occupancy certificate thereof AND jointly and severally undertake to pay to “the Indemnified” on first demand in writing without protest or demur the amount as specified in the said demand.

In addition to this, the Indemnified HPCL will be at liberty to terminate the said lease without assigning any reason & without prejudice to any other rights arising in its favour and can initiate action as deemed fit by it & I/We agree and undertake not to raise any objection/Protest/Counter claim etc. against the Corporation.

AND "the Indemnifier" hereby agree/s with "the Indemnified" that this Indemnity shall remain valid and irrevocable until the settlement of all claims of "the Indemnified" arising hereunder.

In witness "the Indemnifier" have hereunto set and subscribed his/their hand this day and year first herein above written in the presence of witnesses.

(_____)
Executor/Indemnifier .

IN THE PRESENCE OF:

WITNESS:

1. (_____)

2. (_____)

INDEMNITY BOND – CUM – UNDERTAKING
(ON STAMP PAPER OF RS. 100/- DULY NOTORISED)

This Indemnity Bond cum Undertaking is executed on this _____ day of _____ 201_ by S/Shri_____ and _____ residing at _____ the land lords/owners of the premises (hereinafter called “the Indemnifier”, which expression shall include his/their legal heirs, successors and assigns) in favour of Hindustan Petroleum Corporation Ltd. (HPCL), a Government of India Enterprise, registered under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai – 400020 and a Zonal Office at First Floor , Shree Balaji Alfa Bazaar, Opp : Thakorbbhai Desai Hall , High Street – 1 , Law Garden , Ahmedabad – 380 006 (hereinafter called “the Indemnified” which expression shall include its successors and assigns).

WHEREAS the indemnified has proposed to take Building/Premises on lease in pursuance of tender/bid _____ dated _____.

WHEREAS I/We the indemnifier am/are the Sole/Joint owner/s of the Building/Premises (hereinafter referred to as Demised Premises) located at _____ which is proposed to be taken on Lease by HPCL for the proposed Retail Regional Office of their, Kota Retail Region.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No : _____, Khasra No: _____, Carpet Area _____ of Mauza _____ Thana No: _____, District _____ to HPCL on Lease for a period of 5+5+5 years on mutually agreed rentals.

AND WHEREASE I/We am/are the sole/joint owner of the Demand Premises and as such I/We am/are entitled to lease the same to HPCL.

AND WHEREASE I/We understand that as required under the terms & conditions of the tender/Bid _____ dated _____. I/We am/are at present not able to provide peripheral walls, electrical connection with requisite load capacity, separate electrical meter, water supply arrangement, lift (if offered space is on 2nd floor & above), toilet etc.

NOW THIS INDENTURE WITNESSETH THAT, in consideration of the premises aforesaid “the Indemnifier” hereby irrevocably and unconditionally and jointly and severally undertake to indemnify that peripheral walls, electrical connection with requisite load capacity, separate electrical meter, water supply arrangement, lift (if offered space is on 2nd floor & above), toilet etc. shall be made available by us within one month of Letter of acceptance by HPCL at no extra cost to HPCL.

In witness “the Indemnifier” have hereunto set and subscribed his/their hand this day and year first herein above written in the presence of witnesses.

(_____)
Executor/Indemnifier .

IN THE PRESENCE OF:

WITNESS:

1. (_____)

2. (_____)

Format for Price Bid

a. Name of the owners of the property, address & Contact Phone number details:

b. Complete Address of the property:

c. Offered Area (Built up) in sq feet:

d. Offered Area (Carpet) in sq feet:

S. No.	Year ²	Quoted Rentals (Rs. per month per sq.ft. of carpet area)	
		(In Figures)	(In Words)
1	Year 1		
2	Year 2		
3	Year 3		
4	Year 4		
5	Year 5		
6	Year 6		
7	Year 7		
8	Year 8		
9	Year 9		
10	Year 10		
11	Year 11		
12	Year 12		
13	Year 13		
14	Year 14		
15	Year 15		

Signature of Applicant

² Starting from date of lease registration

Sample Calculations for bid Evaluation

S.No.	Year	Quoted Rentals (Rs. per month)			Quoted Rentals (Rs. per YEAR)			NPV (Rs. per YEAR @ 10%)		
		Bidder 1	Bidder 2	Bidder 3	Bidder 1	Bidder 2	Bidder 3	Bidder 1	Bidder 2	Bidder 3
1	Year 1	100	1500	100	1200	18000	1200	1,200	18,000	1,200
2	Year 2	200	1400	900	2400	16800	10800	2,182	15,273	9,818
3	Year 3	300	1300	200	3600	15600	2400	2,975	12,893	1,983
4	Year 4	400	1200	1000	4800	14400	12000	3,606	10,819	9,016
5	Year 5	500	1100	300	6000	13200	3600	4,098	9,016	2,459
6	Year 6	600	1000	1100	7200	12000	13200	4,471	7,451	8,196
7	Year 7	700	900	400	8400	10800	4800	4,742	6,096	2,709
8	Year 8	800	800	1200	9600	9600	14400	4,926	4,926	7,389
9	Year 9	900	700	500	10800	8400	6000	5,038	3,919	2,799
10	Year 10	1000	600	1300	12000	7200	15600	5,089	3,054	6,616
11	Year 11	1100	500	600	13200	6000	7200	5,089	2,313	2,776
12	Year 12	1200	400	1400	14400	4800	16800	5,047	1,682	5,888
13	Year 13	1300	300	700	15600	3600	8400	4,971	1,147	2,676
14	Year 14	1400	200	1500	16800	2400	18000	4,866	695	5,214
15	Year 15	1500	100	800	18000	1200	9600	4,740	316	2,528
TOTAL					144000	144000	144000	63041	97600	71269
								Lowest	Highest	Inbetween

↑
Selected Bidder

NPV = Net Present Value
 NPV Formula = $\text{Quoted Rentals} / (1+10/100)^{(\text{Number of years} - 1)}$

LEASE AGREEMENT

THIS DEED OF LEASE made on day of two thousand Fifteen **BETWEEN** _____, all represented through their Constituted Authority / Authorized representative _____ having his office at _____, hereinafter referred to as “**the LESSORS**”, (which expression shall unless excluded by or repugnant to the context include their respective heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART AND HINDUSTAN PETROLEUM CORPORATION LIMITED**, a Government Company within the meaning of Section 617 of the Companies Act, 1956, having its registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai - 400 020, and carrying on business at _____ hereinafter referred to as “**the LESSEE**”, (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor(s)-in-interest and assigns) of the **OTHER PART** -

WHEREAS :

A. The Lessors have represented to the Lessee as follows:

A.1 At present the Lessors are the lawful absolute owners of and/or well and sufficiently entitled to premises no. _____ more fully described in the **First Schedule** hereunder written and hereinafter referred to as “**the said Premises**” and have clear and marketable title thereto and the absolute, unfettered and unrestricted right to grant lease in favour of the Lessee in respect of the entire _____ (hereinafter referred to as “**the Demised Premises**”) of the building erected on the said Premises or part thereof and more fully described in the **Second Schedule** hereunder written and shown delineated in _____ in the map or plan annexed hereto in consideration of the rent hereby reserved and on the terms and conditions contained hereinafter.

- A.2 The Demised Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, tenancies licences, occupancy rights, trusts, debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vestings alignments easements liabilities and lis pendens whatsoever.
- B. The Lessors are willing to grant a lease in favour of the Lessee in respect of the Demised Premises for a period of _ years commencing from _____ and expiring on _____ with an option to the Lessee to renew this lease for a further period of ____ years on the terms and conditions hereinafter contained.
- C. Believing the aforesaid representations and warranties of the Lessors to be true and correct and acting on the faith thereof the Lessee has agreed to enter into this lease on the terms and conditions stipulated and for the consideration stated hereinafter and that in the event of any of the aforesaid representations or warranties being proved incorrect or false or breached by the Lessors, the same shall furnish to the Lessee ground(s) for termination of this Lease.

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as follows:

1. In the premises aforesaid and in consideration of the rent hereby reserved and of the covenants and conditions hereinafter contained and on the part of the Lessee to be observed and performed, the Lessors do hereby grant and demise unto the Lessee **ALL THAT** the entire _____ (hereinafter referred to as “**the Demised Premises**”) in the building erected on the said Premises or part thereof and more fully described in the **Second Schedule** hereunder written and shown delineated in _____ in the map or plan annexed hereto for a period of __ (____) years commencing from _____ and expiring on _____ yielding and paying therefor unto the Lessors during the said period of ____ years the monthly rent as follows :

From

To

Rent

2. The monthly rent shall be payable by the Lessee on or before the ___th day of the month succeeding the month for which the same shall become due.
3. All Municipal/Govt./other taxes/charges/cess/levies on the offered premises shall be borne by the Lessors.
4. Monthly maintenance charges (if applicable) are included in the rentals mentioned hereinabove. No separate maintenance charges are payable by the Lessee to the Lessor.
5. All payments due and/or payable by the Lessee to the Lessors shall be made by way of e-payment and shall be paid directly in the account of the respective Lessors in equal proportions. The Lessors shall have to submit an E-mandate form for the same providing the details of their account and duly certified by the Bank.
6. All payments made by the Lessee to the Lessor shall be subject to deduction of tax at source under the provisions of the Income Tax Act. The Lessee shall submit appropriate certificates thereof to the Lessor evidencing such deduction.
7. **THE LESSEE HEREBY COVENANTS WITH THE LESSORS** as follows:
 - 7.1 The Lessee, at its option, may take out an insurance policy, at its own costs, for its stores, equipment, furniture, fixtures and other movables belonging to the Lessee and located in the Demised Premises;

- 7.2 The Lessee shall not store any combustible or hazardous materials in the Demised Premises, except cooking gas in the pantry set up in the Demised Premises;
- 7.3 The Lessee shall use the Demised Premises only for the purposes for which it has been leased to the Lessee;
- 7.4 The Lessee shall pay for the electricity consumed by it in the Demised Premises as per meter readings of the existing meter provided by UPPCL or relevant authority for that purpose;
- 7.5 The Lessee shall keep and maintain the Demised Premises, its interior and partition walls, interior structural parts and supports in a state of good tenantable repair, order and condition and particularly so as to support, shelter and protect the other parts of the said building besides the Demised Premises;
- 7.6 The Lessee shall attend to all minor repairs including fuses, leakage of water taps and such other matters in the Demised Premises at its own costs;
- 7.7 The Lessee shall pay from time to time during the said term the rent(s) including increases in rent as aforesaid and maintenance charges whenever due which the Lessee is liable to pay as agreed under these presents and to observe and perform all the covenants and conditions contained in these presents. All dues that become payable to the Lessors in accordance with the terms of these presents shall be paid by the Lessee in the manner and within the time as stipulated herein;
- 7.8 The Lessee shall allow the Lessors and/or their authorised agents, surveyors and/or workmen to enter into the Demised Premises at all reasonable times, after adequate and reasonable prior notice to the Lessee, for the purpose of either viewing the condition of the Demised Premises or for doing such work as may be required or necessary for repairs, alterations or improvements of the said building / Demised Premises or for any other purpose connected with this

Lease or for enabling the Lessors to perform any of their covenants and conditions contained herein;

- 7.9 The Lessee shall pay charges for the water consumed by it in the Demised Premises in accordance with the separate meter that may be provided for that purpose. In case no separate meter is provided or is not feasible to be provided, the Lessee agrees to pay to the Lessors such charge as may be apportioned by the Lessors which shall be determined / based on reasonable criteria. These charges shall be reviewed for each year of this Lease. The review in the water charges is conditional upon the water consumed being un-metered. In the event of separate meter connection being installed the water charges would be on actuals as per the bills received. Such charges shall take into consideration the cost of providing water to the Lessors and be relatable to the water consumed by the Lessee in the Demised Premises. The bills for such charges will be raised by the Lessors, and will be payable to the Lessors within 15 days of receipt of such bills. The Lessors shall ensure that there is adequate and continuous water supply for the Demised Premises;
- 7.10 The Lessee shall not create and/or cause or allow to be caused any nuisance in the said premises and/or to the other tenants.
- 7.11. The Lessee shall not use or permit or suffer to be used the Demised Premises or any part or portion thereof for any illegal, immoral and/or prohibited trade / commercial activities and shall not do or cause or permit or suffer to be done on the Demised Premises or any part thereof anything which may be or become a nuisance or annoyance or which may cause damage to the Lessors or other occupiers for the time being of any other part of the said Premises.
- 7.12. The Lessee will be entitled and permitted to use the Demised Premises for official purpose for themselves, their employees or for any of their group, associate, subsidiary, joint venture companies and their employees, existing as of now or which may come into being in future,.

7.13 The Lessee shall not make any change in the outer look or design of the glazing, the curtain wall or any side elevation of the Demised Premises.

8. **THE LESSORS TO THE INTENT THAT THE OBLIGATION MAY CONTINUE THROUGHOUT THE TERM HEREBY GRANTED, DO HEREBY COVENANT WITH THE LESSEE** in the manner following:

8.1 The Lessors are the absolute owners of and/or well and sufficiently entitled to the said Premises including the Demised Premises and are entitled to grant lease of the Demised Premises in favour of the Lessee in terms hereof;

8.2 The Demised Premises is free from all encumbrances charges liens claims demands mortgages tenancies (except the continued possession of the Lessee herein) licences occupancy rights trusts debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vestings alignments easements liabilities and lis pendens whatsoever.

8.3 The Lessee regularly and punctually paying the rents hereby reserved and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and performed the Lessors shall permit the Lessee to peacefully and quietly hold and occupy the Demised Premises without any interruption whatsoever by the Lessor or any of them or any person or entity claiming through or under or in trust for the Lessors or any of them during the said term.

8.4 The Lessee will be entitled, without requiring any prior permission from the Lessors therefore, to obtain all utilities such as telephones, facsimile, cable T.V., internet, leased line including installation of tower in the building premises, if required, electricity and/or any other utilities that may be invented or marketed hereafter. The Lessee shall be allowed to make arrangements for putting earthing strip(s) along the side of the building to and into the ground of the land comprised in the said Premises;

- 8.5 The Lessee shall according to its needs and requirements be entitled to make at its costs additions, alterations, repairs and/or renovations in the Demised Premises from time to time to make it suitable to carry on its activities including erecting, fixing, setting up or installing partitions, furniture, fittings, fixtures, furnishings, electrical / electronic and other equipment, either by itself and/or through any outside agency. The Lessor hereby consent to the same Provided that for any addition or alteration requiring the permission of _____ or any other Authority, the Lessee shall apply for and obtain necessary permission and the Lessor shall extend all cooperation for the same. The amount of rent shall not be increased because of such additions and/or alterations and/or improvements, etc. if any in the Demised Premises that may be made by the Lessee.
- 8.6 The rules and regulations governing and/or applicable to the said building comprised in the said Premises have been and are being complied with and would continue to be complied with by the Lessors even through the Lessee's use of the Demised Premises for commercial purposes.
- 8.7 The Lessors shall maintain, upkeep and preserve the said building and the said Premises and properly maintain and operate the common services and facilities and common areas in the said Premises including the lifts if any, and electrical equipment in the said Building and shall provide maintenance services for the general upkeep of the said Building and the said Premises. The same may be done by the Lessors themselves and/or through any agency. However, the Lessors shall be ultimately responsible to the Lessee for the maintenance and upkeep of the said Building and the services and facilities as mentioned above.
- 8.8 The Lessors shall authorize the Lessee to make all arrangement including laying of cables and any other equipments deemed necessary for maintaining regular power supply.

- 8.9 The Lessors shall regularly and without any default pay the entire municipal taxes and all other statutory levies on the said building and/or the said Premises.
- 8.10 The Lessors shall be liable to pay both Owner's and Occupier's share of all Municipal Corporation Tax, duties, levies, cesses related to past or at present leviable by Government / local authorities in respect of the Demised Premises. Any increase in taxes due to new imposition of taxes/cess/levies in whatsoever form and pertaining to the Demised Premises shall also be payable by the Lessors.
- 8.11 The Lessors shall not make any construction in the said Premises which may cause damage to the Demised Premises.
- 8.12 The Lessors agree to keep and shall keep the Lessee free, harmless, saved and indemnified of from and against all actions, proceedings, demands and claims on account of absence or defect, if any, in the Lessors' title to the said Premises or the Demised Premises and/or on account of non-payment of municipal rates, taxes, levies, cesses, duties, other outgoings etc. to the relevant authorities.
9. **PROVIDED ALWAYS AND IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES** as follows:
- 9.1 The Lessee shall be entitled to make or cause to be made in the Demised Premises such interior decorations, improvements, additions, alterations and renovations (hereinafter collectively referred to as "**the changes**") which are of Lessee's normal day to day requirements and/or beneficial to the Lessee. The Lessee shall ensure that there is no major disruption or disturbance caused to other occupiers of the said building if any, except minor disturbances like hammering for setting up partitions, furniture etc. while the changes are undertaken in the Demised Premises and the Lessors hereby

accord their consent thereto. The erection of temporary partitions or making of cabins and similar such changes by the Lessee shall not be construed to be additions or alterations. The Lessee shall not be required to take the Lessors' permission to carry out any work not being work of structural or permanent nature, including painting, polishing, installing, repairing electrical / sanitary fittings, polishing, installing, repairing electrical / sanitary fittings and carrying out any plumbing work in the Demised Premises.

9.2 In relation to the changes as aforesaid the Lessee shall be entitled to :

- (a) have free and unrestricted access for itself, its agents, contractors, labourers and men to and exit from the Demised Premises with or without any material in connection with undertaking the changes;
- (b) to obtain support from the walls, ceilings and floors as might be required from time to time in the execution of the said interior decoration;
- (c) to fix cables, gadgets and other tools and equipments that might be found useful for the purposes of beneficially using the Demised Premises;
- (d) to fix such items as might be found necessary inside the Demised Premises for better use of the Demised Premises;
- (e) to bring in such gadgets, tools, implements and equipment for making arrangement to get the support from the walls and ceilings of the building at the Demised Premises for getting better utility, value and comfort therefrom;

It being clarified that all equipment, tools, implements, fittings, fixtures, air-conditioners and all other items brought by the Lessee for the purpose of interior decoration and/or changes will remain the sole

and absolute property of the Lessee and the Lessors will have no right to the same. It is further clarified that in the event of the Lessee requiring any permission of Kanpur Development Authority or any other authority for any internal addition or alteration the Lessors shall duly assist the Lessee in obtaining such permission at the costs of the Lessee.

- 9.3 The Lessors shall always have the right to lawfully add, demolish, construct further stories or any structure or make any additions to or alterations in the said building or any portion thereof at any time in future or as may be found necessary and expedient by the Lessors and as may be permissible in accordance with the applicable laws, rules and regulations and the Lessors shall give prior intimation thereof to the Lessee. Such additions or alterations shall not be done in the Demised Premises or in a manner which may affect the Demised Premises or its structural strength or any right or enjoyment of the Lessee under this Lease or which may disrupt the functioning of the Lessee or which may cause any inconvenience to the Lessee. The Lessee shall not create any unnecessary obstructions and/or disturbances in such work of the Lessors.
- 9.4 If due to any default of the Lessors, the Lessee is compelled to pay any amount to or in respect of the Demised Premises on account of arrears of rates, taxes or any other outgoings the Lessee shall be at liberty and entitled to deduct such amounts from the rents payable to the Lessors;
- 9.5 The Lessors shall have the right to enter upon the Demised Premises during the term of the Lease for purposes of undertaking inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines which may be passing or are to pass through the Demised Premises if in the opinion of the Lessors such inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines are required to be undertaken in the general interest of the said building. In such an event, the Lessor shall give prior notice to the

Lessee of reasonable duration and carry out such work within such timings as agreed upon with minimum inconvenience to and without disrupting the normal activities of the Lessee. The Lessors shall duly repair and make good any damages caused to the Demised Premises or any portion of its interiors or any equipment or article belonging to the Lessee during such work undertaken by the Lessors.

9.6 The Lessee at its option shall be entitled to renew this Lease for a further period of _____ (_____) years from _____ on such terms and conditions as may be agreed mutually between the parties hereto. For such renewal a fresh Deed of Lease will be executed and registered by the parties.

9.7 If at any time during the period of lease, the premises or any part thereof be destroyed or damaged by fire or for any other causes, the Lessor will bear the expenses for the destruction or damage caused to the exterior/interior of the premises.

9.8 All notices required to be served by either of the parties hereto upon the other shall be deemed to have been duly and effectively served if delivered by hand or addressed by Registered Post with Acknowledgement Due at the following addresses and such services shall be deemed to have been effected in the case of delivery by hand, on the date on which it was so delivered, and in the case of delivery by Registered Post with Acknowledgement Due on the date the registered notice is received by the addressee or on the fifth day from the date of posting the same, whichever is earlier :

In the case of the Lessor :

Shri

In the case of the Lessee :

Hindustan Petroleum Corporation Limited,

9.9 The terms of this Lease shall not be altered or added to or omitted except by means of writing, duly signed by both the parties hereto.

9.10 Failure of either party to exercise promptly any right herein granted, or to require strict performance of any obligation undertaken herein, shall not be deemed a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by the respective parties.

10. The costs of the stamp duty and registration would be equally shared by the Lessors & lessee.

11. Each party shall bear and pay their / its own lawyer's fees and legal expenses/ charges.

12.1 All dispute or difference arising out of or in relation to this Agreement shall be firstly mutually discussed and differences are to be mutually resolved by the parties. In case the disputes and difference are not mutually resolved within sixty (60) days after formal written notice of dispute or difference has been given by one party to the other but continue to subsist, the same shall be referred to sole arbitration of Director-Marketing of the Lessee Corporation or of some officer of the corporation who may be appointed as sole arbitrator by the said Director-Marketing of the corporation to adjudicate the disputes and difference between the parties.

12.2 In the event of the sole Arbitrator to whom the matter is referred vacates office or is unable to act for any reasons, Director-Marketing of the Lessee Corporation shall appoint another officer of the Lessee Corporation as Sole Arbitrator.

12.3 The Sole Arbitrator so appointed shall be entitled to proceed with the Arbitration from the stage at which it was left by his / her predecessor. It is term of this Agreement that no person other than the person appointed by the Director-Marketing of the Lessee Corporation shall act as Sole Arbitrator.

12.4 The award of the Sole Arbitrator shall be final, conclusive and binding on both the parties to the agreement, subject to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactments thereof. The rules made there under for the time being in force shall apply to the arbitration proceeding under this clause.

13. This Deed of Lease shall be signed and executed and duly registered at and the original thereof will be kept by the Lessee and a copy thereof by the Lessors.

THE FIRST SCHEDULE ABOVE REFERRED TO
("the said Premises")

ALL THAT the land and premises together with a building constructed thereon or part thereof situate at and being Premises No. _____ and butted bounded as follows :

ON THE EAST : By _____
ON THE WEST : By _____
ON THE NORTH : By _____
ON THE SOUTH : By _____

THE SECOND SCHEDULE ABOVE REFERRED TO
("the Demised Premises")

ALL THAT the entire _____ in the building comprised in the Premises no. _____ (described in the First Schedule hereinbefore) shown delineated in _____ in the map or plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands on the day month and year first abovewritten.

SIGNED AND DELIVERED by the
withinnamed **Lessors** at _____
in the presence of :

SIGNED AND DELIVERED by the
withinnamed **Lessee** at _____
_____ in the presence of :

DATED THIS DAY OF 2014

BETWEEN

... Lessors
AND

HINDUSTAN PETROLEUM CORPORATION
LTD.
... Lessee