

## HINDUSTAN PETROLEUM CORPORATION LIMITED (A Government of India Enterprises)

50 - Saheli Nagar, Opp New Polo Ground Udaipur - 313001

### BUNGALOW / FLAT FOR TRANSIT HOUSE PURPOSE AT UDAIPUR ON LEASE

### **BRIEF TO BIDDERS**

(Terms & Conditions)

HINDUSTAN PETROLEUM CORPORATION LTD., Udaipur Regional office requires on lease fully furnished minimum 4BHK Bungalow/ Flat exclusively for its use, having minimum built up area of 2000 sq. ft. on monthly rental basis for Transit House at Udaipur.

The property shall be located at any of the areas – Sukhadia Circle, 100 ft road, Bedla Road, Panchwati, Hiran Magari, Sobhagpura, Navratan Complex and Fataehpura having motorable road.

The other details/ terms & conditions are as under:-

- The property should have clear marketable title and free of encumbrances. Copy of ownership papers may be submitted along with the bid.
- Period of lease shall be **3 years** and renewable for further period of 3 years term on mutually agreed rate, terms & conditions.
- Brokers/ Property dealers need not apply and their bids will not be considered.

- The bid shall be valid for a period of 150 days from the date of opening of the tender document.
- The parking space is needed for minimum 1 Car and the same should be reserved for HPCL guests and to ensure availability of the same during the pendency of lease period.
- Property shall be fully furnished as specified below. HPCL reserves the right to accept or reject already available utility items.
  - Living room of the offered property should be provided with good quality of suitable furniture for lounge purpose (minimum 5 seated Sofa set with center table), dining space with good quality of dining furniture having capacity of 6 to 8 persons. Living room should be provided with min 32" LED Smart TV equipped with DTH connection.
  - o Each Bedroom should be of minimum 10ft X 12ft have attached Bathroom having minimum size of 4 ft X 7ft with latest fittings and desirable layout of Wash basin, Western Commode, Shower; ACs, wall mounted LED / LCD TVs, Cots, chairs & tables, wardrobes, soft furnishings etc in bedroom. All Bedrooms should have attached bathrooms. Further, in case of offered property being independent bungalow, entire bungalow to be offered.
  - Each bathroom should be provided with a suitable capacity geyser attached to the shower.
  - Availability of a good quality microwave oven, refrigerator, washing machine for providing services to the guests to be ensured.
  - o RO water purifier of a reputed make to be provided in Dining / Kitchen area.
  - o Offered property should have a separate living arrangement for the Care Taker.
  - Power backup for 24 hrs to be made available for the offered property and common area/ parking area etc.
  - o In case of any minor modifications required for up-gradation of the facility, matching the requirement of Transit House, it should be carried out by the Owner of the property within a short Notice given by HPCL, at his own cost.
- In case of above listed furniture / amenities are not available during inspection, bidder may give undertaking for providing the same if their offered property gets selected and LOI is placed.

- The successful bidder shall execute a Lease Agreement with HPCL in standard format (copy enclosed).
- Minor deviation to the requirement of size of rooms and bathrooms will be sole discretion of the Management to consider.
- The selection of the premises shall be on lowest offer basis among the technically acceptable offers.
- The Rental should be <u>exclusive</u> of consumables like Water, Electricity, Maintenance & Repair, Safety& Security of common areas, and <u>inclusive</u> of all statutory levies and other Govt./ Municipal taxes, Cess, Levies, etc.
- Monthly consumption of Electricity, Water shall be paid by HPCL.
- Payments shall be made by way of Cheque/ e-payment on monthly basis on the 10<sup>th</sup> of every following month for the Rental plus applicable Service Tax / VAT from our Udaipur Retail Regional Office.
- TDS would be deducted on the rentals at the prevailing rate.
- HPCL reserves the right to reject any or all the offers without assigning any reasons thereof.
- In case any of the documents submitted are in local language, notarized English translation of the documents is to be submitted along with such documents.
- Party should sign and put the date at the end of each page of the documents submitted by the bidder.
- The successful bidder upon intimation in the form of Letter of Award (LOA) should offer the premises within 7 days for inspection & realignment if any. Such realignment to be completed within 3 weeks. The rental will start only after the possession is handed over for occupation and accepted by HPCL and signing of Lease Agreement with effective date.
- In case of any clarifications, tenderer may contact Shri Vineet Kumar Pohani,
   Ch. Regional Manager Udaipur Retail Region, Phone No: +91 8980029189
   or Shri Manoj Kumar Singh, Sr. Manager Retail Upgradation, Udaipur Retail
   Region, Phone No: +91 9414054606.

The tender offer shall comprise of two bids i.e. Techno-commercial bid (Unpriced Bid) and Price bid. The bidders are required to submit the offers in two separate envelopes marked as "Technical bid (Unpriced Bid)" and "Price bid" and both the

sealed envelopes shall be put inside one large envelope super-scribing "Offer for Transit House" to be couriered on our address.

Hindustan Petroleum Corporation Ltd. 50- Saheli Nagar Opp New Polo Ground Udaipur 313001

Please note that there shall not be any kind of reference of the Offered Price/ Monthly Rental amount in the "Unpriced Bid" and any "Unpriced Bid" having these details shall be summarily rejected. Bids from brokers/ property dealers shall be rejected. Bids received through Telex / Telegraphic / Fax / E-mail shall not be accepted. Bids received after the due date & time shall not be considered and the representative of such bid shall not be allowed to attend the tender proceedings.

The bids meeting the eligibility criteria as per the details given above shall be scrutinized including visit by a suitable committee from HPCL with prior intimation to the bidders. Those properties found to be meeting the specified requirements including the location, layout, interiors etc will be technically qualified. The properties found to be technically qualified will only be considered for opening of the "Price bid".

The final selection will be basis lowest offer including rental plus GST.

The bidders can participate in the opening of "Unpriced Bid" and "Price Bid". All the technically qualified bidders shall be intimated through written communication intimating the date, time & venue of the opening of "Price Bid".

**Chief Regional Manager - Retail Udaipur Retail Regional Office** 

### LEASE DEED

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referre	d to as th	e Lessors (w	hich expression	n shall unless repugnant to the meaning or context
		•	•	ninistrators and assignees) of the One Part and M/s.
Hindus	tan Petro	leum Corpora	tion Limited, a (	Company registered under the Companies Act, 1956
having	its Regis	tered Office a	t "Petroleum H	ouse", 17 Jamshedji Tata Road, Mumbai – 400020,
and	а	Zonal	Office	
				hereinafter referred to as
	•	•	shall unless repsigns) of the Ot	pugnant to the meaning or context thereof mean and ther Part.

WHEREAS	'HEREAS	:
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1.	The Lessee has advertised in ' dated inviting bids / offers on lease of Guest House Premises at
2.	The Lessors submitted his offer for leasing the property bearing
3.	The "demised premises" is provided with amenities, furniture and fixtures as fully described in the Schedule – II hereunder.
4.	Shri is the owner of the "demised premises" as per the registered document
5.	The Lessors are willing to let the demised premises more particularly described in the Schedule-I hereunder with all the amenities, furniture and fixtures more fully described in Schedule – II hereunder to the Lessee on the terms and conditions and stipulations hereinafter appearing.
NOW	THIS AGREEMENT WITNESSETH AS FOLLOWS:
1)	The Lessors agrees to give on lease the demised premises, i.e. the
2)	The Lease may be renewed by the Lessors for another period of threefive years beginning from

a. to permit the Lessee to use the demised premises and the amenities, furniture and fixtures described in the Schedule-II hereunder for the purpose of stay of their Officers, family members and other dignitaries.

- b. To pay all rates and taxes in respect of the demised premises other than Service Tax if and when applicable.
- c. To maintain the demised premises at its own cost and expenses and to keep the said premises in good and tenable condition.
- d. To provide adequate facilities that willensure that water is provided in the said premises round the clock.
- e. To allow continuous enjoyment of the "demised premises" and the amenities, furniture and fixtures described in the Schedule-II hereunder by the Lessee during the aforesaid period by handing over possession of the "demised premises" to the Lessee
- f. To undertake painting/polishing of the wooden parts/white washing from time to time once in three years.

### 4) The LESSEE agrees:

- a. to pay the said monthly rent on the date and in the manner aforesaid.
- b. to pay the electricity charges for consumption of electricity, and telephone charges as per actual consumption against bills.
- c. to pay water charges against bills.
- d. to permit the Lessors and his agents to enter upon the demised premises at all reasonable times for the purposes of viewing the conditions of the demised premises and for carrying out the major maintenance/repair work, if any.
- e. to maintain the internal part of the "demised premises" in a clean and habitable condition subject to normal wear and tear.
- f. to repair and keep in good working condition, furniture and fittings and the drainage/sewage lines connected with the toilets on the said premises.
- g. to provide 'vacant possession' of the demised premises to the Lessors at the end of the Lease Agreement or on its determination by either Lessors or lessee.

### 5) It is mutually agreed that:

- a. if at any time during the period of lease, the premises or any part thereof be destroyed or damaged by fire or any other natural calamities the Lessors will bear the expenses for the destruction or damage caused to the exterior as described in Schedule I & II.
- b. If at any time during the period of lease the premises or any part thereof be destroyed or damaged due to the 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 furniture and fixtures as described in Schedule I & II hereunder.
- c. If at any time, during the lease, the Lessee desires to vacate the demised premises for any other reason than those mentioned in the aforesaid Clauses a. & b, the Lessee shall give to the Lessors three calendar month's notice determining the lease upon which event the lease shall be deemed to have been determined, but however, without prejudice to any claim by either party against the other in respect of any breach of any covenant herein contained.
- d. Neither the Lessors nor the Lessee shall erect any structure or effect any other changes, additions, or alterations to the demised premises internally or externally; provided however the Lessee 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 lease the Lessee restores the demised property to the Lessors in their original condition subject to normal wear and tear.
- 7. The Lessee shall not part with possession or sub-let of the schedule/demised premises or any part/portion thereof without the prior written permission of the Lessor.
- 8. The Lessee shall maintain the interiors and fittings in good working condition, at its own cost.

- 9. On vacating the premises for any reason whatsoever, the lessee shall return the premises in the same condition as it is now given, normal wear and tear excepted.
- 10. In case of any dispute or difference arising in interpreting all or any of the Clauses of this Lease Agreement or any other difference or dispute relatable to this lease, such a dispute or difference shall be amicably settled by mutual discussion of the signatories to this Lease Deed. In case the disputes and differences are not so mutually resolved but continue to subsist the same shall be referred to Arbitration. Director (HR) of HPCL shall appoint a Sole Arbitrator to adjudicate the disputes and differences between the parties.

The Director (HR) shall nominate some officer of HPCL or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as Sole Arbitrator to adjudicate the disputes and differences between the parties. The Customer shall not be entitled to raise any objection to the appointment of such officer of the HPCL as the Sole Arbitrator on the ground that the said officer is/was an officer and/or shareholder of the owner or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his/her duties as an officer of HPCL, 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 reason whatsoever, the Director (HR) shall nominate another officer of HPCL or retired officer of HPCL or retired officer of Oil PSUs or retired Senior Central Govt. Officer to act as Arbitrator. Such Officer nominated as 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 an officer or retired officer of HPCL or retired officer of Oil PSUs or retired Senior Central Govt. Officer nominated by the Director (HR) shall act as an Arbitrator.

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

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 Award of the Sole Arbitrator shall be final and binding on both 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 there under, shall apply to the Arbitration proceedings under this Clause.

The venue of Arb	itration shall be in	and the	proceedings	shall be	conducted	in the
English language.	The Award shall also	be made in the En	nglish languag	je.		

11.	The stamp duty and registration charges payable in respect of this deed and duplicate thereof shall be borne and paid by the Lessors and lessee in equal share and each party hereto shall bear and pay it's own solicitors' charges/ and the Lessee shall retain the original agreement and the Lessors the duplicate thereof.
	TNESS WHEREOF the parties hereto have set their respective hands on date, month and rst above written.
SIGNE	ED by the LESSORS above named
In the	presence of :
SIGNE	ED by the LESSEE above named
the du	ly Constituted Attorney of the above named
LIMIT	USTAN PETROLEUM CORPORATION EDand on behalf of Hindustan Petroleum oration Ltd.
In the	presence of :

### **UNPRICED BID**

# HINDUSTAN PETROLEUM CORPORATION LTD. (A Government of India Enterprise) 50 - Saheli Nagar, Opp New Polo Ground Udaipur - 313001

### INDEPENDENT BUNGALOW / FLAT FOR TRANSIT HOUSE PURPOSE AT UDAIPUR ON LEASE

**HINDUSTAN PETROLEUM CORPORATION LTD.**, Udaipur Regional Office requires on lease a fully furnished minimum 4 BHK Independent Bungalow / Flat having minimum built up area of 2000 Sq.Ft. for Transit House purpose at **Udaipur.** The details of the facilities to be provided/terms & conditions can be viewed in our website. www.hindustanpetroleum.com.

Chief Regional Manager - Retail Udaipur Retail Regional Office

Interested parties may submit their offer along with following details and documents :-

- a. Full Name & latest photograph of the bidder/authorized representative
- b. Name, Address & contact No. of the Bidder as well as details of the property
- c. Address of offered Property with a copy of approved plan/drawings of the premises.
- d. Built up/Carpet area in Sq.ft. . . .
- e. Copies of supporting documents of the property offered including proof of ownership, lease deed, title clearance, Building/Apartment Completion certificate, Occupancy certificate etc.
- f. In case of any document is submitted in vernacular language, English translation of the same duly notarized to be submitted.

Please note that there shall not be any reference of the offered price/rental in the "Unpriced Bid" and any "Unpriced Bid" having these details shall be summarily rejected.

Signature of bidder & seal

### **PRICE BID**

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## INDEPENDENT BUNGALOW / FLAT FOR TRANSIT HOUSE PURPOSE AT UDAIPUR ON LEASE

Item. N	Description	Rate in Rs. Per month(in fig.)
1	Lumpsum Lease rental per month for Leasing of Independent Bungalow / Flat as per Tender Document No.	
2	GST	
	Total	

[Monthly rental Rate in words	
Rupees	

### Note:

- 1. Rate to be inclusive of all Municipal/Govt./other local/central taxes /charges/cess/levies except GST.
- 2. TDS would be deducted on the rentals at the prevailing rate

Signature of bidder & seal 1 of 1