



HINDUSTAN PETROLEUM CORPORATION LIMITED

TENDER FOR OFFICE SPACE IN FARRUKHABAD CITY

Tender document for requirement of office space Farrukhabad City (UP)

Hindustan Petroleum Corporation Limited invites sealed offers for taking office premises on lease/rental basis in two bid system - a) TECHNICAL BID b) PRICE BID from interested parties owning the office premises at any of the following areas in Farrukhabad City:

- I. Farrukhabad City -Gunjan Vihar Colony
- II. Farrukhabad City -Awas Vikas Colony
- III. Farrukhabad City -Maseni Village
- IV. Farrukhabad City -Rajiv Gandhi Nagar
- V. Farrukhabad City -Thandi Sadak
- VI. Farrukhabad City -Shyam Nagar

Approx. Area required: 2200 to 2500 SqFt of carpet area. (The total area should be situated on the same floor only or in maximum 2 adjacent floors in the same building)

Period of Lease/Rental: 5 Years with an option to extend for another period of 5 years at the quoted rate and terms & conditions.

Terms & Conditions: -

- 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.
- The property offered should have all the statutory and other local approvals/clearances for commercial use.
- If premises are owned by more than one owner, then such joint owner can quote through one of them holding power of attorney duly notarized.
- The entire carpet area to be offered shall be in a single floor or maximum in two adjacent floors in the same building. If the offered area is in two adjacent floors, the minimum area in a single floor shall not be less than 1000 sqft.
- **The premises should have all basic amenities like availability of electricity, toilet and pantry area should have source water pipeline connected to main overhead tank, outlet for sewage line to septic tank & drainage line. Paved car parking space within 150 mts from offered area for minimum 3 cars and proper approach from the main road. Provision of lift with power backup beyond 1st floor will be required. Internal painting and flooring completed in all respect and in good presentable conditions.**
- **The floor in which the premises offered should have clearly one main exit and one emergency exit. If the premises are provided in two floors, both the floors should have provision of main exit & emergency exit.**
- The building should have a dedicated backup power of minimum 30 KVA and other utilities. If backup power is not available, separate space provision should be available for installation of DG set (minimum 30 KVA) and earth pits / connections on non-chargeable basis for HPCL requirements (DG to be provided and maintained by HPCL in this case).
- The premises should be ready in all respects for occupation by HPCL within 30 days from the date of LOI/Agreement whichever is earlier. The 30 days will be provided if required to the bidder to prepare the offered area as per tender & HPCL satisfaction. Jobs like removal of existing partition & false ceiling, paving of carparking area, painting of internal walls, fixing/repairing of floor tiles, preparation of toilets & pantry provisions can be carried out during this 30 days' period. The agreement will start with the handing over of the area to HPCL.
- For any above condition, the vendor shall provide notarized undertaking on 10 Rupees stamp paper as per **Annexure-1**. The bid will be acceptable then only.
- The interiors/Air conditioning shall be carried out by HPCL.
- The successful bidders will execute the lease agreement with HPCL in standard format. Bidder to sign and submit the format as token of acceptance.
- **The rates offered by the bidder shall be valid for a period of 180 days from the date of opening of the bids. The date of opening of price bid would be intimated to all technically qualified bidders. They may send their representatives to witness the opening of price bid.**
- The rental should be inclusive of all the amenity charges except electricity & water which shall be borne by HPCL for which dedicated meter should be made available.
- All Municipal/Govt./other taxes/charges/cess/levies shall be borne by the owner.

- **Bid submission:** Bidders to quote the Per Square feet monthly rental and percentage escalation (Applicable after Five years) valid for a period of 10 Years, escalation will be applicable on the rental for the immediate previous year. Example: if Bidder quotes monthly rental for first year as say Rs 100/-per sqft and escalation (Applicable after five years) as say 5% then the 6th year rental will be Rs 105 per sqft.

However, HPCL reserve the right to extend the lease period after the initial period of lease for 5 years.

- **Evaluation for selection:** The selection of the premises shall be on lowest offer basis, total rental outgo per square feet for HPCL among the technically acceptable offers for 10 years (5 Years with an option to extend for another period of 5 years).
- **Validity:** The bid shall be valid for a period of 180 days from the date of opening of the tender.
- **Payments:** Shall be made by the way of *e-payment* on monthly basis by 10th of every following month. Payments will be made from HPCL Lucknow Zonal 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 reason thereof.
- In case of any of the documents submitted are in local language notarized English translation of document is to be submitted with the document.
- Bidder should **sign and put** the date at the end of each page of the documents submitted by the bidder including draft agreement copy.
- **NOTE: BROKERS AND PROPERTY DEALERS ARE NOT ALLOWED TO QUOTE.**
- The Technical/Unpriced bids found suitable after the initial scrutiny of the documents would be taken up for technical visit of the premises by the technical committee for the assessment of the premises offered by parties. The decision of the technical committee on the acceptance/non-acceptance of the premises offered shall be final and binding on the bidders.
- **The successful 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 (Annexure-II).**
- **Premises owners who are not having completion/occupancy certificate can also apply, subject to submission of an Indemnity Bond-cum-undertaking (Annexure-III) along with the application and signed plan from Govt. approved architect.**
- **Premises should be situated in commercial area with easy access and good surroundings; and should be well connected with public transport.**
- **If power backup provided, then regular payment details:** If Bidder provides dedicated power back up for HPCL office use (minimum of 30 KVA). In such a 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 2 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, which will be the average of previous month usage charge for that

unavailability period. Bidder to ensure that Installation of DG with arrangement of proper and dedicated earthing. 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 2 times electricity charge), the same shall be recovered from monthly rental of the bidder.

- Necessary stamp duty charges for the lease agreement will be equally shared by HPCL & the party.
- HPCL may depending upon requirement modify / amend conditions or cancel the applications.
- Option of renewal of Leave & License agreement rests with HPCL.
- Any dispute with third party, arising out with regards to the property shall be directly settled by the owner of the property.
- 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

HOW TO SUBMIT THE OFFER:

The tender offer shall comprise of two bids i.e., techno-commercial bid and price bid. Interested parties having clear title should submit their **SEALED OFFER IN TWO BID BASIS i.e., UNPRICED BID AND PRICED BID** as per formats given in the tender in separate sealed envelopes marked as

- 1) "Technical Bid (Unpriced Bid) for OFFICE PREMISES: FARRUKHABAD"
- 2) "Price Bid for OFFICE PREMISES: FARRUKHABAD" in prescribed bid document obtainable at our web site www.hindustanpetroleum.com under the link "Tenders & Contracts>Public Tenders".

3) **Both the sealed envelopes shall be put inside one MAIN ENVELOP and super - scribing/ marking the envelop front by mentioning "OFFER FOR OFFICE PREMISES: FARRUKHABAD" on it and mention your name and complete mailing address and name of the bidder on the main envelop.**

4) **Kindly paste the attached cut out slip with our office address on the face of the main envelope.**

VERY IMPORTANT: **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 will be summarily REJECTED.**

Offers received in open/ unsealed condition are also liable to be rejected.

Pre - Bid Meeting Date: 15.04.2022 at 3 : 00 PM (IST)

Address for Pre-Bid Meeting: Hindustan Petroleum Corporation Limited, City Gas Distribution, UP Cluster, 1st and 2nd Floor, Mahalakshmi Towers , 112 , Civil Lines , Bareilly - 243001

Due date for Bid submission : 29.04.2022 at 3 : 00 PM (IST)

Due Date of Opening of Technical Bids : 29.04.2022 at 3 : 15 PM (IST)

Bid from brokers/property dealers shall be rejected out rightly. Bids received through Telex/Fax/Email bids 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 UNPRICED bid should clearly specify / enclose the following as minimum:

1. Name, Address, Telephone / Mobile No. of contact person
2. Location Details, preferably with a sketch showing the location with nearby landmarks for easy identification.
3. Area of offered premises & ownership details and documents & approved plan etc.
4. Availability of drinking water, power, enclosed parking & other facilities / amenities.
Basis the details submitted in the offer, HPCL representatives shall visit the location/premises to assess its suitability. The price bid of only those parties whose offer is found technically acceptable shall be opened.

The successful bidder shall have to enter into a Lease Agreement with us. The offer should be valid for a period of 180 days from the date of bid opening.

The priced bids of technically successful bidders shall be opened. Interested bidders may remain present during technical/ priced bid opening on the due date and time.

HPCL reserves the right to cancel the entire process of bidding at its own will at any point of time without assigning any reasons for the same. HPCL reserves the right to reject the offers not meeting the tender requirements

Address for Submission of Bid Documents: Bids to be submitted at our Hindustan Petroleum Corporation Limited, City Gas Distribution, UP Cluster, 1st and 2nd Floor, Mahalakshmi Towers, 112, Civil Lines , Bareilly - 243001

Contact Person for submission of Bids:

Sachin Verma, Manager - Projects (8601880096)

Savrabh Mishra, Sr. Project Engineer (7696579337)

Ambikesh Dixit, Sr. Project Engineer (9729870456)

Bids received after the due date and time will be summarily rejected and returned unopened back to the bidders. Please ensure to mention your mailing address on the main envelope. HPCL will not be responsible for any postal delays.

Important Note-Bidder to sign and submit this tender document with Technical Bid / unpriced bid which is to be sealed separately in an envelope marked "UNPRICED (TECHNICAL) BID- OFFICE SPACE-FARRUKHABAD CITY.

Interested parties may submit their offer as per the details below:

A) Technical/Unpriced bid

1. Name of the Owner/s of Property :
2. Address for Correspondence :
(With PIN Code)
3. Contact No. :
4. Email address :
5. **Address of the Premises Offered :**
(with PIN Code)
6. Details of the Premises Offered : _____

Total Carpet Offered Area offered to HPCL: Area _____SqFt.

Specify whether offered area situated in : Single/TWO Floor

Specify the floor Nos:

If offered in 2 Floors, Area in Floor A:

Area in Floor B:

NOTE: For the following items where options are given, please tick $\sqrt{}$ whichever is applicable for the offered premises.

7. Vehicle Parking Space (minimum 3 cars) : Yes/No.
8. Parking area : Paved / Unpaved
Self-Declaration provided if unpaved : Yes/No
Within 150 mts from offered area : Yes/No
9. Separate Borewell with pump available. : Yes / No
If No, then specify source of Water
10. Overhead Tank & water line, drainage line outlet: Yes / No
Sewage line available & in working condition
Self-Declaration provided if No : Yes/No
11. 3 phase power source available : Yes / No
(Please specify the approved load
KVA/KWH)
12. Backup power available through : Yes/ No
DG set (if yes then mention DG Set
capacity and method of measurement of back-up power) :
If No whether area of setting of 30 KVA DG is available : Yes/No
Area to be provided :
13. Provision of Toilets as per tender : Yes/No
Self-Declaration provided if No : Yes/No

14. Type of flooring in Office :
15. Type of Premises : Single Story / Multi Story
16. Distance from Railway Station :
17. Distance from Highway (SH/NH) or Main road :
18. Internal Painting complete in all respect : Yes / No Self-
Declaration provided if No : Yes/No
19. Main Exit & Emergency exit both are present : Yes/No
Self-Declaration provided if No : Yes/No
20. Building offered is independent or in part
(i.e. independent portion) :
21. Terms & Conditions of enclosed Lease &
license agreement acceptable to the bidder : Yes / No
22. Premises offered will be in ready condition
for occupation on at the date of signing agreement : Yes / No
23. Extension of Lease, if necessary, acceptable : Yes / No
24. Property is for commercial use : Yes / No
25. Please tick (✓) mark the signed documents which are attached with the technical bid
 - a. Ownership Documents ()
 - b. Completion Certificate, Occupancy certificate
Or Undertaking (Annexure III) along with the application
and signed plan from Govt. approved architect etc. ()
 - c. Proof of payment of Municipal Taxes, Electrical Bills ()
 - d. Key Plan, Approved drawing/plan of the premises offered ()
 - e. Copy of Power of Attorney (Refer clause 1 of Terms &
Conditions. If applicable, holder as referred in terms &
conditions should submit a copy of POA.) ()
 - f. Signed copy of the "Lease "agreement
format as a token of acceptance ()
 - g. Offered premises is in the advertised area. ()
 - h. Clear Possession, Nil Encumbrance Certificate (covering a
period of 13 years). In the absence of Nil Encumbrance
Certificate, the Party can submit Advocate's Title
Opinions showing proof of ownership /freehold right over
the property at the time of submission of offer ()

Notes:-

- 1: The bid is liable for rejection if the documents required as per upto S.N 24 are not attached.**
- 2. There should not be any reference of the expected price/rental in the Unpriced (Technical) bid and any bid having these details shall be summarily rejected.**
- 3. The Technical/Unpriced bids shall be opened at the date & time mentioned above. Bidders desirous of participating in the opening of technical may visit at the above-mentioned address.**

B) Financial Offer (Price Bid)

To be submitted in separate Envelope

PRICE BID FOR OFFICE SPACE SAPCE AT FARRUKHABAD CITY

SI No.	DESCRIPTION	RENTAL IN RS PER SQUARE FEET OF CARPET AREA..... PER MONTH : to be quoted by bidders in this column
1.	Providing Office Space as per the bid document, terms and conditions on Lease as per the data furnished in the Unpriced Technical bid for the first year.	In figures: Rs. In words: Rupees:
2	Taxes if any (Tax being quoted shall be mentioned here)	In figures: _____ % In words: _____ Percent
3	Escalation if any	In figures: _____ % In words: _____ Percent

Note :

1. Taxes if any shall be quoted separately as percentage (%) of base rate and not as applicable. Revision in tax by Government Authorities/Statutory authorities shall be taken in consideration by us.
2. The rental quoted shall be inclusive of:
 - a. All the amenities including paved car park for 3 vehicles.
 - b. TDS shall be deducted from the monthly rentals and TDS certificate (tax Deducted at Source) will be issued to the Owner of premises accordingly.
 - c. Incase Escalation column is left blank bids will be evaluated as without any escalation in rental.
3. Monthly electricity and water bills shall be borne by HPCL as per the dedicated meter readings.
4. In case of discrepancy between the rent in words and rent in figures, the amount quoted in words will be considered for evaluation.
5. Price Bid duly signed & stamped should be submitted in a **separate sealed envelope marked "Priced Bid : Office Space-Farrukhabad City "**. Please also mention your name (bidder's name) on the envelope.

Date:

(Bidder's Name and Signature)

Place:

Annexure-I

Undertaking by the bidder

(ON STAMP PAPER OF RS.10/- DULY NOTORISED)

I _____, Son / Daughter of
Shri _____, resident of
_____ do hereby declare that the
offered space in the bid is of the following below condition
and shall be in ready condition within 30 days from LOI before
handing over to HPCL.

N.B: Strike off whichever is not applicable.

1. Area of parking for 3 cars is available however the parking
is not paved. I do hereby declare that the area will be made
paved and ready within 30 days from LOI before handing over to
HPCL.

2. The space provision for two toilets (5X3) SQMT & pantry (2.5
X1.8) SQMT is available. The main water pipeline to the offered
premises will be connected to source of overhead tank. An
outlet each for main Drainage water & Sewage Line to septic
tank. The above piping connections will be completed within 30
days from the date of LOI before handing over to HPCL.

3. The elevator passage is available; however, I do hereby
declare that fixing of Lift with power backup will be completed
within 30 days from the date of LOI before handing over to
HPCL.

4. Internal painting, removal of partitions or segregating of
the premises by main partition and flooring will be completed
in all respect and in good presentable conditions within 30
days from the date of LOI before handing over to HPCL.

5. The Emergency exit marked in the layout will be completed
to HPCL satisfaction and made operational within 30 days from
the date of LOI before handing over to HPCL

Date:

Bidder Signature

Annexure-II

INDEMNITY BOND-CUM- UNDERTAKING

(ON STAMP PAPER OF RS.100/- DULY NOTORISED)

This Indemnity Bond cum Undertaking is executed on this _____day
of _____2022 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), registered under
the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata
Road, Mumbai – 400020 (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 CGD Office
in Farrukhabad district of their Etah, Farrukhabad and Hardoi GA.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata
No_____. Khesra No_____area_____.
of Mauza_____Thana No_____. District_____to
HPCL on Lease for a period of 10 years on mutually agreed rentals.

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

AND WHEREAS 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 whereof "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.

Annexure-III

INDEMNITY BOND-CUM- UNDERTAKING

(ON STAMP PAPER OF RS.100/- DULY NOTARIZES)

This Indemnity Bond cum Undertaking is executed on this ____ day of ____ 2022 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), registered under the Companies Act, 1956, having its Registered Office at 17, Jamshedji Tata Road, Mumbai - 400020 (hereinafter called "the Indemnified" which expression shall include its successors and assigns).

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

WHEREAS I/we the indemnifier am/are the Sole/Joint owner/s of the Premises (hereinafter referred to as Demised Premises) located at which is proposed to be taken on Lease by HPCL for their proposed CGD Office in Farrukhabad district of their, Etah, Farrukhabad and Hardoi GA.

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 05 years on mutually agreed rentals.

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

AND WHEREAS 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 completion/ occupancy certificates/documents.

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" forthwith 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 whereof "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.

(_____)