

TENDER FOR LEASING OF PREMISES FOR TRANSIT HOUSE AT SRINAGAR

**HINDUSTAN PETROLEUM CORPORATION LIMITED
(A MAHARATNA COMPANY)**

**JAMMU & KASHMIR RETAIL REGIONAL OFFICE
Opposite Hotel Asia, Gandhi Nagar
Jammu-180004**

Date & Time of Pre Bid Meeting: 09.01.2024 @ 1500 hrs

Last Date & Time of Submission of Tender: 16.01.2024 @1500 hrs

Date & Time of Opening of Unpriced Bid: 16.01.2024 @ 1600 hrs

Brief to Bidders – Leasing of Premises for Transit House at Srinagar

HINDUSTAN PETROLEUM CORPORATION LIMITED (HPCL), Jammu & Kashmir Retail Regional office intends to take Premises on lease for minimum 5 BHK having attached washroom with each bedroom, Semi Furnished Independent Bungalow / Duplex, having minimum Carpet area of 3000 sq. ft. on monthly rental basis for Transit House at Srinagar.

The property should be located in areas of Humhama, Peerbagh, Hyderpoora, Santnagar of Srinagar.

Bids shall have to be submitted in sealed envelopes at **Hindustan Petroleum Corporation Limited, Jammu & Kashmir Retail Regional Office, Opposite Hotel Asia, Gandhi Nagar, Jammu-180004** as per tender terms and conditions are invited along with the Earnest Money Deposit of Rs. 10000/- from interested parties owning on absolute and exclusive ownership and clear possession for outright leasing of property to HPCL.

The last date for submission of dully filled bids is 16.01.2024 up to 1500 hours.
The EMD and Unpriced Bids will be opened on 16.01.2024 at 1600 hours.

HPCL reserves the right to accept or reject any or all offers in full / part without assigning any reasons whatsoever.

Tender Schedule

Sr. No	Description	
1	Name of work	Tender for Leasing of Premises for Transit House at Srinagar
2	EMD	Rs. 10000/- (Rupees Ten Thousand Only)
3	Last Date & Time of Submission of Tender Documents	16.01.2024 up to 1500 hours
4	Date & Time of Opening of Unpriced Bids	16.01.2024 at 1600 hours
5	Date & Time of Opening of priced Bids	Shall be intimated to the Successful Bidders upon completion of technical evaluation
6	Time Limit for handing over possession of the Premises	Within mutually acceptable date but not later than 45 days from the date of receipt of Acceptance Letter by Bidder.
7	Time Limit for Signing of Lease Agreement and Registration of same	Within 45 Days from the date of Letter of Intent (LOI) from HPCL by the Bidder
8	Notice period for Termination of contract/lease.	3 Months' notice by the lessee at any time during the period of lease deed. 3 months' notice by both the parties after minimum period of 3 years. Lessor is allowed

		to serve notice period of 3 months for termination of lease only after completion of 3 years of lease deed.
9	Validity of Tender	180 Days from Date of Opening of Unpriced Bid

Signature of Bidder
Date:

Instructions for Bidders

1. The duly filled in tenders should be submitted to the address given below:
Hindustan Petroleum Corporation Limited, Jammu & Kashmir Retail Regional Office, Opposite Hotel Asia, Gandhi Nagar, Jammu-180004
2. The Tenders are to be submitted in Two Bid system consisting of the following documents. i.e.

i) Unpriced Bid (including Instructions to bidders, Terms & Conditions duly signed)

ii) Priced Bid

The **Unpriced Bid** consisting of all the required information called for in **Annexure I** and shall contain, inter alia, the details regarding the property viz., name of the properties, location & area of the plot, copy of sanctioned plan with completion / occupation certificate, floor area of portion to be leased, specification of internal finishes, amenities, sanctioned electrical powerload, usages of the property, title reports to confirm ownership along with including but not limited to revenue records, mutations, registered conveyance deeds etc. and clear marketability and other terms and conditions relevant to the leasing of Premises (other than the price). The Unpriced Bid shall be submitted in a sealed cover marked **Envelope – I** super scribing as **“Unpriced Bid for Leasing of Premises for Transit House at Srinagar”**. The envelope shall contain the addressee’s details and details of the bidder also.

The **Price Bid** shall contain only price details i.e. Rent per Month and other financial implications (including applicable tax, if any). The Price Bid shall be placed in a sealed cover marked **Envelope - II** super scribed as **“Price Bid for Leasing of Premises for Transit House at Srinagar”** with addressee and bidders details.

EMD as per the details given below in the form of **Demand Draft / Pay Order** in favour of **“Hindustan Petroleum Corporation Limited”** payable at **Jammu** and it shall be submitted in a sealed cover marked **Envelope – III** super scribing as **“Earnest Money Deposit for Leasing of Premises for Transit House at Srinagar”**.

3. All the three envelopes (Envelope – I, II & III) shall be placed in a 1 fourth sealed envelope marked Envelope – IV super scribed as “Tender for Leasing of Premises for Transit House at Srinagar” submitted to **Hindustan Petroleum Corporation Limited, Jammu & Kashmir Retail Regional Office, Opposite Hotel Asia, Gandhi Nagar, Jammu-180004** on or before the last date & time for submission.

4. The Unpriced bid will be opened on **16.01.2024 at 1600 hours** in the presence of bidders or their authorized representatives who may wish to be present. However, prior to opening the Unpriced Bid, EMD will be verified whether it is in order or not (On the day of opening of Unpriced bid). After preliminary scrutiny of the Unpriced bids, verification of credentials, site inspection of the shortlisted Premises offered by parties, assessment of the offers will be conducted by a Team of Technical Evaluation Committee (TEC). The Date of such TEC will be intimated to the bidders well in advance and the presence of applicant / bidder/ authorised representative is mandatory. The Price bids of only those bidders, whose offers are found suitable to the Corporation, will be opened at a later date. The date of opening of Price bids will be intimated in writing to those bidders whose proposals are found suitable.
5. EMD amount is Rs 10000/- (Rupees Ten Thousand Only). Please note that no interest is allowed or accrue on the EMD. EMD should be submitted along with "Unpriced Bid" only, else the bid may be summarily rejected.

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

6. **Refund of EMD: EMD of all technically disqualified bidders shall be refunded after scrutiny and submission of Technical Evaluation Committee Report by Neha Verma, Sr. Manager-Retail Engineering, J&K Retail RO, Jammu.**

(i) EMD of all technically qualified Bidders (except lowest bidder) shall be refunded without any interest within one month's time after finalization of tender.

(ii) EMD of lowest bidder shall be refunded separately after taking possession of the Premises for Transit House. In case, the lowest bidder refused to offer Premises after issue of Letter of Intent (LOI), a notice shall be served to them by giving 15 (Fifteen) days' time, failing which their EMD amount shall be forfeited without any further correspondence.

7. The following documents should be enclosed with the offers:
 - a) A set of floor plans, sections, elevations and site plan of the Premises offered showing the detailed dimensions, main approach road, road on either side if any, width of the road/s and adjacent properties etc. around the properties.
 - b) A copy of the Title deed documents and occupancy certificate.
 - c) In case the property is within registered society, an NOC from such society to be enclosed for rent out of such property.
6. Canvassing in any form will lead to disqualification of the bidder.

7. Tenders from Property Dealers or Brokers will not be entertained.
8. However, the Power of Attorney holder (notarized copy of registered power of attorney to be enclosed) can apply to rent out the property, provided he / she has been competent to do so for the aforesaid numbers of years as mentioned in Terms and Conditions.
9. In case the property belongs to any Company / Partners / Registered Society / NGO, the competent person of such establishment, authorized by the concerned entity, can apply.
10. It may be noted that no negotiations will be carried out, except with the lowest bidder and therefore most competitive rates should be offered.
11. Bidders should note that their tenders should remain valid for consideration for a minimum period of 180 Days from the date of opening of Unpriced Bids.
12. Tender which is received, on account of any reason whatsoever including postal delay etc., after the expiry of time and date i.e. up to 1500 hours on 16.01.2024 fixed for submission of tenders shall be termed as "**LATE**" tender and not to be considered. Such tender shall be rejected and returned / intimated to the concerned Bidder.
13. All columns of the tender documents must be duly filled in and no column should be kept blank. All the pages of the tender documents are to be signed by the bidder. Any over writing or use of white ink is to be duly initialed by the bidder. The Corporation reserves the right to reject the incomplete tenders or in case where information submitted / furnished is found incorrect. Further that if any information/declaration submitted by bidder in any document pertaining to his bid, if found to be untrue/incorrect/false then Corporation would be well within its right to reject the bid and in case if said lease is registered on the basis of said incorrect information then Corporation would be well within its right to terminate the said lease and the bidder/lessor shall have no claim whatsoever against the Corporation for such rejection/termination.
14. The bids meeting the eligibility criteria as per the details given in this tender 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 evaluated. The properties found to be technically qualified will only be considered for opening of the "Price bid". Bidders will be informed in writing by the Corporation for arranging site inspection / Technical Evaluation Committee (TEC) of the offered Premises.

The final selection will be basis lowest offer (total cost to HPCL considering GST Outgo) including rental plus applicable GST/Taxes.

15. HPCL reserves the right to reject any or all the offers without assigning any reasons thereof.

16. In case any of the documents submitted as in local language, applicant has to submit notarized English translation of the documents along with such documents.
17. Bidders who wish to apply for multiple properties, may do so provided the bids to be submitted in separate forms with EMD amount separately against each application.
18. HPCL reserves the right to accept any tender or to reject any or all tenders at his sole discretion without assigning reasons thereof. HPCL is not bound to accept the lowest tender.
19. Venue of pre bid meeting & unpriced bid opening will be **Hindustan Petroleum Corporation Limited, Jammu & Kashmir Retail Regional Office, Opposite Hotel Asia, Gandhi Nagar, Jammu-180004**

Terms & Conditions of the Tender

1. The offered Property should have clear marketable title and free of encumbrances. Copy of ownership papers should be submitted along with the bid. In case of Power of Attorney holder, both ownership paper and notarized copy of POA to be submitted.
2. Initial period of lease shall be for 5 years **without any escalation** and renewable for a term of further period for similar number of 5 years' term on mutually agreed rates, terms & conditions.
3. The lessee can exit from the lease by giving 3 months' notice. However, both the parties can exit from the lease / contract after initial period of 3 years by giving a notice period of three months.
4. The offered Property should have proper access and motorable road available up to the Main Gate of the Property.
5. The offered Property should not be within the radius of 300 mtrs from cemetery, Railway crossing line, railway halts. The distance of 300 mtrs from the property will be considered referring Google Map distance.
6. The offered Property should be of sound structure.
7. The bidder shall provide an NOC from the registered housing society for renting out the property to HPCL for using it as Transit house for aforesaid time period of years. In case the society has not been formed, the Bidder shall submit an undertaking containing that appropriate NOC shall be provided to the Corporation as and when Society is formed.
8. Bidder shall ensure proper arrangement with Housing Society in case of property is inside the society and gate manned by security for single point communication system for Acknowledging the booking for smooth In and Out of Guest.
9. In case the property consists of more rooms than the requirements of HPCL as mentioned in this tender, the bidder shall offer the entire property including all rooms / other amenities to the Corporation and in no case, the bidder shall keep any room / part of the property in its custody. Therefore, bidder shall have to quote the rent considering the entire property offered.
10. The bidder shall provide minimum 2 Car parking space Open without any extra cost for exclusive use of the Corporation.
11. The property offered by the bidder should be in good and ready to occupy condition. The bidder shall have to hand over the possession of the property within mutually acceptable date but not later than 45 days from the date of Letter of Intent (LOI) from HPCL by the Bidder.

12. The bidder shall arrange / be responsible for following repairs and maintenance as per below mentioned frequency –

Particulars	Frequency
In case Lift is available	*AMC from OEM for Every Year

*Bidder/owner will bear the Expenditure incurred towards AMC of Lift(s) and Society Charges.

Note - Water leakage/Sewage issues inside the Premises/walls/roof shall be resolved by the bidder/owner. Any cost towards the same shall be borne by the bidder/owner.

In case bidder fails to adhere to the above schedule and fails to carry out aforesaid job within 10 days of mutually agreed date, the Corporation shall arrange to carry out the aforesaid repair and maintenance from any registered vendors of the Corporation and the expenditure incurred towards such work, shall be debited from the bidder's monthly rental payments.

13. The Property should have below mentioned amenities with following minimum specifications –

For **Semi-Furnished** (following details are indicative, however location to incorporate any other specific requirements):

- 13.1 Each Bedroom should be of Minimum area of 150 Sq. ft having attached Bathroom of Minimum Size 30 Sq. ft with branded fittings such as Wash basin, Western Commode, Shower, Geyser etc.
- 13.2 Each Bedroom should have cupboard and provision for Split AC.
- 13.3 The flooring of the offered premises shall be either granite/vitrified tiles. In case the offered premises has carpet flooring, the carpet flooring needs to be changed & new carpeting to be done before handing over the premises in case the offered premises is selected by Corporation.
- 13.4 The Property should have separate facility for stay of Caretaker Staff (Compulsory)
- 13.5 Living room of the offered property should be having space for minimum 8 seated Sofa set with center table, dining space for dining furniture having capacity of 8 persons. The Living room should have an attached Bathroom of Minimum Size 30 Sq. ft with branded fittings such as Wash Basin, Western Commode, Shower, Geyser.
- 13.6 Property should be having good kitchen with adequate exhaust facility and storage space.
- 13.7 Property should be having space for installation of DG Set by HPCL.
In case of Society, owner is required to co-operate for getting NOC for DG

set installation.

- 13.8 The property should be having water connection from PWD / Municipality / Panchayat or any other water distribution system recognized by local government in addition to other source of water facility such as Well / Bore well etc.
- 13.9 In case, during the TEC / Inspection, if the aforesaid amenities are not available, bidder shall submit an undertaking to provide all the required amenities (specification and quality/standard only agreed by HPCL) before handing over the possession of the said property.
- 14 During the period of tenancy, if the Corporation desires to carry out any alterations works at its own cost as per the requirement, bidder will permit the same on the existing terms and conditions and obtain / arrange for any permission, if required, from the local authority.
- 15 Bidder shall also provide space for display signboards without any extra cost. The terms and conditions along with the instructions will form part of the tender to be submitted by the bidder to HPCL.
- 16 **Lease Agreement /and Registration** - The successful bidder shall execute a Lease Agreement with HPCL (as per format provided). All the clauses mentioned in this tender document will be mentioned in the Lease Agreement. The said Lease Agreement shall be Registered before the Competent Authority and Registration Charge / Stamp Duty towards Registration shall be shared equally between the Bidder and the Corporation on 50:50 basis.
- 17 Deviation (up to 10% less) to the requirement of size of rooms and bathrooms will be at the sole discretion of the HPCL Management to consider.
- 18 The selection of the Premises shall be on lowest offer basis among the technically acceptable offers.
- 19 Rental – The Bidder shall quote the Monthly Rental which will be inclusive of Basic Rent and All Statutory Charges / Taxes (present and future) such as – House Tax, Property Tax, Holding Tax of Municipality, Maintenance Charge of Society etc. but excluding GST, if applicable. In case GST is not applicable, declaration in this regard to be submitted by the bidder. Please note that owner shall pay the society charges if applicable, taxes, assessment, duties, cess, impositions, outgoings and burdens whatsoever payable to State or local or other authority, which may at any time or from time to time during the term hereby created be imposed or charged upon the demised Premises and not to be recovered from lessee.
- 20 A Negotiation Committee may be constituted and the said committee may negotiate the rent only with the bidder offered the lowest price.
- 21 The rent shall be paid from the date of taking possession of the Property and in line with terms and conditions of the lease agreement to be executed. Nothing extra will

be paid other than the monthly rent which would be payable in advance before 10th of every month.

- 22 Payment towards Monthly Rent shall be made by way of e-Payment on or before 10th day of every month. Bidder shall submit an e-Mandate stating the Bank Details and duly certified from competent bank.
- 23 **Income Tax – TDS** shall be deducted from the Monthly Rental at Source at prevailing rate.
- 24 Water Charges - The bidder shall ensure and provide adequate water supply for drinking water, usage in bathroom / toilet etc. The Water Charges shall be borne by the Corporation on actual usage basis.
- 25 Electricity - Electricity charges shall be borne by the Corporation for the area taken on lease, on actual basis based on the separate direct meter which would be provided by the bidder. Any additional cost on the electrical connectivity will be borne by the bidder. At the time of taking over possession of the Premises, electricity meter reading shall be noted in presence of bidder.
- 26 Bidder, if selected, while handing over the property to the Corporation, shall ensure that all pending charges of Electricity / Water etc. have been cleared. In case it is found at any subsequent stage that any charges of local authorities/municipal bodies/electricity/Water pertaining to period prior to lease, are outstanding then the bidder/lessor undertakes to clear them/pay them to the appropriate authorities/bodies within a period of 10 days of written intimation by HPCL. In case of default by the lessor, HPCL reserves the right to make the payment for the same and deduct this amount from the monthly rent payable to the lessor.
- 27 Bidder shall sign and put the date at the end of each page of the documents of tender including these instructions and terms & conditions, which will be part of this tender.
- 28 The successful bidder, subsequent to price negotiation, shall be intimated in the form of Letter of Intent (LOI).
- 29 Any type of issue pertaining to structural part of the building, underground pits, trenches, issues arising due to seepage needs to be dealt by the Lessor. Lessor has to carry out repair work on his own cost within 10 days from date of written intimation by HPCL. In case Lessor doesn't carry out the maintenance work, HPCL will carry out the maintenance work & debit the amount from the monthly rental.
- 30 Before handing over the premises to HPCL after signing of Lease deed, successful bidder, needs to carry out complete painting of the premises & ensure that there are no pending maintenance issues. A joint visit of the premises by HPCL & the bidder shall be carried out & report will be finalized confirming NIL maintenance issues on the date of joint inspection.

HINDUSTAN PETROLEUM CORPORATION LIMITED
Jammu & Kashmir Retail Regional Office

Annexure I

**To Be Submitted by the Bidder under two bid system for leasing
of Premises for Transit House at Srinagar**

**Unpriced Bid
(To Be Submitted in Sealed Envelope – I)**

Name of the Bidder:

1	Details of the Owner / Bidder	Remarks
1.1	Name of the Owner	
1.2	Address of the Owner	
	Phone No.	
	Mobile No.	
	E-Mail ID	
1.3	Name of the Contact Person / POA Holder (attach notarized POA Copy), If applicable	
	Address of the Contact Person / POA Holder	
	Phone / Mobile No. and Email ID	
1.4	Constitution of the Bidder (Individual / Partner / Private / PSU / Limited / POA)	
1.5	PAN No. of Owner	
1.6	GST No. of Owner (If Registered)	

2	Details of the Property	
2.1	Location and Full Address of the Property including State, District, Pin code etc	
2.2	Usage of the property (as approved by the Competent Authority) - Residential/ Commercial/ Residential cum commercial	

2.3	Whether the offered property is in a multi-storied building? (Yes/No)	
	(a) If Yes, total number of floors (excluding Ground Floor)	
	(b) The Property is located in which Floor?	
	(c) Whether Lift is available in the building?	
2.4	Whether the offered property is a row-house / bungalow?	
2.5	Whether the offered property is mortgaged? If yes, Mention the Details -	
	(a) Name of the Party / Organization with which Property is mortgaged and Address	
	(b) Amount of Loan Availed	
	(c) Tenure of Mortgage	
2.6	Whether the Property is situated in a Registered Housing Society?	
	(a) Whether the Society will provide / has provided NOC for rent-out for Transit House? (Attach Copy)	
2.7	In Case Row House / Bungalow Area of the Plot (in Sq. Ft.)	
	(a) Frontage in Fts.	
	(b) Depth in Fts	
	(c) Total Built-up Area (in Sq. Ft.)	
	(d) Total Carpet Area (in Sq. Ft.)	
2.7	In Case Flat, Area of the Flat (in Sq. Ft.)	
	(c) Total Built-up Area (in Sq. Ft.)	
	(d) Total Carpet Area (in Sq. Ft.)	
2.8	Please indicate distance from the nearest	
	(a) Railway Station	
	(b) Bus Stand	
	(c) Airport	
	(d) Hospital	
2.9	Year of construction. Enclose a attested copy of the completion/ occupation certificate	
2.10	Please Mention the Nearby Visiting Place (Tourist Attractions) and Distance	

3	Detailed Layout	
3.1	Number of Bedrooms	
3.2	Size of Bed Rooms (You May please specify all bed room sizes by adding lines)	(i) Sq. ft. (ii) Sq. ft. (iii) Sq. ft.
3.3	(a) Number of attached Toilets with Bed Rooms	
	(b) Number of Common Toilets	
	(c) Size of Toilets	(i) Sq. ft. (ii) Sq. ft. (iii) Sq. ft. (iv) Sq. ft.
3.4	Living Room and its Size	
3.5	Kitchen and its Size	
3.6	Caretaker Room and its Size	
3.7	Swimming Pool Size	
3.7	Please attach a separate list of Fittings / Furniture available in the property	

4	Services	
4.1	Please indicate source of Water Supply (24 hours)	
4.2	Is Bore Well Available?	
4.3	Is 24 Hrs. Power Back-up Available?	
4.4	Is Exclusive Car Parking Available?	
4.5	Other Information, if Any	

5	List of Enclosures	(1) (2) (3) (4) (5)
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I / We declare that the information furnished above is true and correct to the best of my knowledge.

Signature of Bidder
Date:

HINDUSTAN PETROLEUM CORPORATION LIMITED
Jammu & Kashmir Retail Regional Office

**To Be Submitted by the Bidder under two bid system for leasing
of Premises for Transit House at Srinagar
Price Bid
(To Be Submitted in Sealed Envelope – II)**

Name of the Bidder:

The Envelope – II Containing Price Bid is to be Opened After Scrutiny of Unpriced Bids, Technical
Evaluation of Property and Shortlisting of Same

Description (a)	Lumpsum Rental per Month (Rental for each month) in Rupees (b)
Renting of Space as per the bid document terms and conditions. Lease for a period of 5 (Five) Years	Numerical Value in Rupees (Excluding GST) Rs. _____
Monthly Amount in Words	
Total Quoted Amount for 60 Months (In Numerical)	Rs. _____
Total Quoted Amount for 60 Months (in Words)	

Validity of Offer:

The above offer shall remain valid for a period of 180 days and to be reckoned from the date of opening of "Unpriced Bid".

Notes:

1. The rental quoted shall be inclusive of:
 - a. All the amenities including enclosed car park for at least **2** vehicles.
 - b. All Municipal / Government / Other taxes including property tax if any, charges, levies, cess, society charges etc. (These charges to be borne and paid by the bidder/owner)
 - c. Income Tax at applicable rates shall be deducted from the monthly rentals and TDS Certificate (tax deducted at source) will be issued to the owner of premises accordingly.
 - d. In case GST is not applicable, declaration in this regard to be submitted from the bidder/owner.
 - e. GST on the rental amount will be calculated as per prevailing rate as per Govt. Notification, either direct or reverse charge mechanism.
2. Monthly electricity and water bills shall be borne by HPCL as per the dedicated meter readings.
3. In case of discrepancy between the amount in words and figures, the amount quoted in words will be considered for evaluation.
4. For registered GST Vendor, Lessor has to issue GST Invoice in the 1st week of every month.
5. Price Bid duly signed & stamped should be submitted in a separate sealed envelope marked "Price Bid for Leasing of Premises for Transit House at Srinagar". Please also mention your name (bidder's name and specific Independent Bungalow / Flat / Duplex address on the envelope.
6. The final selection will be basis lowest offer (total cost to HPCL considering GST Outgo) including rental plus applicable GST/Taxes.

Signature of Bidder

Date:

HINDUSTAN PETROLEUM CORPORATION LIMITED
Jammu & Kashmir Retail Regional Office

**Annexures to Be Submitted by the Bidder under two bid system
for leasing of Premises for Transit House at Srinagar**

**EMD
(To Be Submitted in Sealed Envelope – III)**

Name of the Bidder:

I am enclosing herewith the DD No..... drawn on Bank
..... of amount Rs----- /- towards EMD in
favour of "Hindustan Petroleum Corporation Limited" payable at Jammu.

Encl. a / a

Signature of Bidder
Date: