

# HINDUSTAN PETROLEUM CORPORATION LIMITED (TENDER FOR OFFICE SPACE IN SONIPAT)

## I. Introduction

HPCL is authorized by Petroleum and Natural Gas Regulatory Board(PNGRB) for developing and operating City Gas Distribution network in districts of Jind & Sonipat-Part.

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

## I.A. Notice

### **Office Accommodation Requirement**

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

The accommodation shall be an approved commercial property and shall be located within Sonipat City limits, on any of the following roads:

- i. Sonipat City - Chhotu Ram Chowk to Sonipat Bypass junction on Sonipat-Gohana Road
- ii. Sonipat City - ITI Chowk to Sai Baba Mandir Road till Truck Union Junction on NH334B
- iii. Sonipat City – Truck Union Junction to Maharana Pratap Chowk, on SH11
- iv. Sonipat City – Maharana Pratap Chowk to Agrasen Chowk including Sector 14 & Sector 15.

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

Accommodation shall be an independent portion (lockable) with separate entry. The property shall be in name of the owner and shall be approved from Sonipat Municipal Corporation for commercial activities. The entire carpet area asked shall be in a single building and within a maximum of 02 (two) consecutive floors. Adequate parking space for 02 (two) four wheelers (cars) shall be available

Approximate carpet area required: 2000-2500 square feet.

**However, Party to note that the carpet area of less than 2000 sq. feet and more than 2500 square feet carpet area shall NOT be accepted.** The Entire carpet area shall be situated in the same building within a maximum of 02 (two) consecutive floors.

The building / premises must have lifts if the same is offered on 3<sup>rd</sup> floor or higher floors & must have dedicated backup generator for lifts and other common utilities. Also separate provision should be available for installation of additional DG set for HPCL requirements.

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

1. Name, Address, Telephone / Mobile No. of contact person.
2. Location Details with a sketch showing the location with nearby landmarks for easy identification.
3. Area of premises with ownership details as well as approved plan and **Carpet Area** of the premises.
4. Availability of water, power, enclosed and covered parking & other facilities / amenities.
5. Document of approval from Sonipat Municipal Corporation for commercial activities.
6. Demand Draft (DD) (from Scheduled banks, other than co-operative banks) in favour of "Hindustan Petroleum Corporation Ltd" payable at Mumbai towards refundable EMD of Rs.5000/-. **Offers without EMD amount (except for NSIC registered parties and PSUs) shall be rejected. EMD should be submitted in a separate envelope and should not be sealed with priced bid.**
7. Bidders should sign and put rubber stamp on each and every page forming part of bid documents

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

EMD Details DD No. \_\_\_\_\_ Date. \_\_\_\_\_ Bank \_\_\_\_\_

(Bidders to fill up EMD details here)

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

**Priced bid should contain only "priced quotation" and nothing else. Offers of Bidders submitting priced bid along with the unpriced bid shall be rejected. Similarly, offers of bidders submitting EMD amount demand draft along with priced bid shall be rejected.**

**NOTE: BROKERS AND PROPERTY DEALERS ARE NOT ALLOWED TO QUOTE**

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

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**Last date for submission of the offers:** 12-03-2019 at 15.00 Hrs.

**Opening of the technical bids:** 12-03-2019 at 15.15 Hrs.

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

Chief Manager (Purchase)

Hindustan Petroleum Corporation Limited

Gas & Renewables Department, 4<sup>th</sup> Floor,

Richardson & Cruddas Building, Sir JJ Road,

Byculla, Mumbai, 400008

Ph: 022- [22028247](tel:22028247) / [9769811124](tel:9769811124)

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**II. SCOPE OF TENDER**

HPCL requires office premises of 2000-2500 sq.ft.(carpet area) for our City Gas Distribution Project for an initial period of 33 months which may be further extended for another 22 months with 10 % increase in the rates on same terms and conditions on leave & license basis. **Approximate carpet area required: 2000-2500 square feet. However, Party to note that the carpet area of less than 2000 square feet or more than 2500 square feet shall NOT be accepted.** The area shall be situated in the same building and maximum of 2 consecutive floors.

The accommodation shall be an approved commercial property and shall be located within Sonipat City limits, on any of the following roads:

- i. Sonipat City - Chhotu Ram Chowk to Sonipat Bypass Junction on Sonipat-Gohana Road
- ii. Sonipat City - ITI Chowk to Sai Baba Mandir Road till Truck Union Junction on NH334B
- iii. Sonipat City – Truck Union Junction to Maharana Pratap Chowk, on SH11
- iv. Sonipat City – Maharana Pratap Chowk to Agrasen Chowk including Sector 14 & Sector 15.

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

**II. a. TERMS AND CONDITIONS**

1. The property of subject premises shall have a clear and marketable title and must be approved for commercial purposes. The owner must have absolute & exclusive ownership of the premises and undisputed possession. In case, the premise is owned by more than one owner, such joint owners can quote through one of them holding Power of Attorney (POA) for others.
2. The bidder shall have applicable statutory clearances such as Municipal, Urban land Ceiling, Income tax clearance, Nil encumbrance etc.
3. Premises shall have sufficient internal carpet area as specified in document for making HPCL's office. Premises shall have all basic amenities like Toilets (minimum 2 nos. of toilets one each for ladies and gents), Water, Electricity, ample enclosed parking space for vehicles [minimum of 02(two) nos. four wheeler vehicles,] proper approach from the main road etc. Internal painting and flooring should be complete in all respect and in good condition. Plumbing fixtures should be in good working condition including toilets.
4. Stamp paper and registration charges towards execution of Leave & License agreement shall be borne by HPCL.
5. Premises shall be situated in a commercial area with easy access and good surroundings.
6. Payments shall be made by cheque / e-payment at the time of execution of Leave and

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License agreement. Monthly payments shall be made before 10<sup>th</sup> day of each month.

7. The premises shall be ready in all respects for occupation on the date of signing of agreement. Interiors and air conditioning will be carried out by HPCL, if required. Party to give "No objection" for the same.
8. **Offers through Brokers and Property Dealers will not be entertained.**
9. The owner will execute Leave & License agreement with HPCL as per the standard format (copy enclosed), upon successful finalization / acceptance of bidder's bid. All terms and conditions listed in the enclosed draft Leave and License agreement form part of this tender. Bidder to sign & stamp enclosed draft Leave and License agreement format as a token of acceptance.
10. Option of renewal of Leave & License agreement rests with HPCL.
11. Any dispute with third party, arising out with regards to the property shall be directly settled by the owner of the property.
12. If bidder wishes to re-sell the property within the period of leave & license to HPCL; NOC shall have to be obtained from HPCL before resale, in order to abide by the agreement clauses by the new owner.
13. NO CONDITIONS SHALL BE MENTIONED IN PRICED BID. PRICE BID SHALL CONTAIN ONLY PRICE AND TAXES. CONDITIONAL PRICED BID SHALL BE REJECTED.

**III. a. Special Terms and Conditions**

1. The property of subject premises shall have a clear and marketable title. The Owner must have absolute & exclusive ownership of the premises and undisputed possession. In case the premises is owned by more than one Owner, such joint owners can quote through one of them holding Power of Attorney (POA) for others.
2. The bidder shall have applicable statutory clearances such as Municipal, Urban land Ceiling, Income tax clearance, Nil encumbrance etc.
3. Premises shall have sufficient internal carpet area for making project office. Premises shall have all basic amenities like toilets (minimum 2 nos. of toilets one each for ladies and gents), 24 hrs. Water, Electricity, ample enclosed parking space for vehicles [minimum of 02(two) nos. four wheeler vehicles i.e. cars,] proper approach from main road etc. Internal painting and flooring shall be complete in all respect and in good condition. Plumbing fixtures should be in good working condition. Bidder to ensure proper security of building as well the premises as per satisfaction of HPCL. **Bidder to provide separate meters for water and electricity.** Bidder to note that electricity bill from electricity board shall be paid as per the tariff charged by the respective electricity company. **The payment of the power charges for the DG will be made to party on the certified meter reading and billing.**
4. Stamp duty towards execution of Leave & License agreement shall be borne by HPCL.

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5. Premises shall be situated in commercial area with easy access and good surroundings.
6. Payment of Advance / Security Deposit shall be made by cheque / e-payment at the time of execution of Leave and License agreement. Monthly payments shall be made before 10<sup>th</sup> day of each month.
7. Interiors and air conditioning will be carried out by HPCL, if required. Party to provide "No Objection" for same.
8. Offers through **BROKERS AND PROPERTY DEALERS WILL NOT BE ENTERTAINED**
9. The owner will execute Leave & License agreement with HPCL as per standard format (copy enclosed), upon successful finalization / acceptance of bidder's bid. All terms and conditions listed in the enclosed draft Leave and License agreement form part of this tender. Bidder to sign & stamp enclosed draft Leave and License agreement format as a token of acceptance.
10. Option of renewal of Leave & License agreement rests with HPCL.
11. Any dispute with third party, arising out with regards to the property shall be directly settled by the owner of the property.
12. If bidder wishes to re-sell the property within the period of leave & license to HPCL; NOC shall have to be obtained from HPCL before resale in order to abide by the agreement clauses by the new owner.
13. The building / premises must have lifts if the same is offered on 3<sup>rd</sup> floor or higher floors & have dedicated backup generator for lifts and other common utilities. Also separate provision should be available for installation of DG set for HPCL requirements.
14. The building should not be more than 10 years old.

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

1. Name of Bidder/Owner :
  
2. Address for Correspondence :
  
3. Contact No. :
  
4. Address of Premises Offered :
  
5. Road name on which premises:  
Is situated.
  
6. Total Carpet Area offered : Area\_\_\_\_\_Sq.ft
  
7. No. of toilets- 2 Nos (one each for ladies & gents) : Yes/No
  
8. Available parking for 02 (two) four  
Wheeler vehicles : Yes/No
  
9. Parking space : paved/unpaved
  
10. Backup Generator : Yes/No  
(If Yes, then mention set capacity)
  
11. Lift : Yes/No
  
12. Separate Bore well with pump : Yes/No  
Available.  
(If No, specify source Of water)
  
13. Overhead tank & plumbing : Yes/No  
Fixtures available & in  
Working condition
  
14. 3 Phase Power Source available : Yes/No  
(Please specify the approved kVA/kWh)
  
15. Type of Premises : single storey/multi storey
  
16. Internal Painting complete in all : Yes/No

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Respects and in good condition

17. Terms & Condition of enclosed Leave & License Agreement acceptable To bidder : Yes/No

18. Premises offered will be in ready Condition for occupation at the date Of signing agreement : Yes/No

19. Extension of Leave & License for 02 terms: Of 11 months' period at same rate, terms & conditions Yes/No

20. Please tick ( ) mark the signed documents which are attached with the technical bid:

- a. Ownership Documents ( )
- b. Nil Encumbrance, Clear Possession, Completion Certificate, Occupancy Certificate ( )
- c. Proof of payment of Municipal taxes, water bill & electricity bills ( )
- d. Key plan, approved drawing/plan of the premises Offered ( )
- e. Copy of Power of Attorney (Refer clause 1 of special Terms and Conditions. If applicable, holder as referred In terms & conditions shall submit a copy of POA) ( )
- f. Signed copy of Leave & License Agreement as a token Of acceptance ( )

**Note: The Bid is liable for Rejection if the documents required as per Sl. No. 20 are not attached.**



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**V. LEAVE AND LICENSE AGREEMENT**

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

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

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

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

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

1. The Licensor hereby grants leave to the Licensees to occupy and use the said premises initially for a period of thirty three months from.....to..... on Leave and license basis. The license shall be renewed for another period of 22 months at the option of the Licensee with 10% increase in rate with same terms and conditions and the deposit amount mentioned in this agreement.
2. The said premises shall be used and occupied by the Licensee for office accommodation purpose or for any purpose ancillary thereto and for no other purpose whatsoever.
3. The compensation or license fee for the use and occupation of the said premises including enclosed car parking etc. shall be
  - I. Rs.....(Rupees \*.....) per month for 1<sup>st</sup> 33 months (Month 1 to 33).
  - II. Rs..... (Rupees \*.....) per month for 2<sup>nd</sup> 11 months (Month 34 to 55)to be paid in advance for each month on or before the 10<sup>th</sup> day of each month.

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

4. The Licensees shall deposit with the Licensor a sum of Rs..... (Rupees ..... ) equal to three-month compensation / license fee for the use

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- and occupation of said premises along with fixtures and fittings and enclosed parking which shall be adjusted against concluding three months of the last eleven months of the Leave and license period. The said deposit shall not bear any interest. In the event of termination of the Leave and License Agreement prior to expiry of initial eleven months' period or the extended period as stated in Clause 1 above, the deposit amount will be refunded by the Licensor to the Licensees on the last day of the notice period as provided in Clause 11 of this agreement. In the event, the Licensor fails to refund the deposit on the day specified above, the Licensees shall be in their rights to hold off vacating the said premises at the cost and consequences of the Licensor till realization of the deposit amount to be paid by the Licensor.
5. The electricity charges for electricity consumption in the said premises will be paid by the Licensees to the authorities concerned as per the respective meter reading and the Licensor will not be responsible for the same.
  6. The Licensor shall pay all the existing and future rates, taxes and water charges levied by the Municipal Corporation or by any Government or semi-government bodies or local authorities. The Licensor shall also be responsible to pay the maintenance charges or society charges, if any, to the Cooperative Society or Residents Association or the Builder in respect of the said premises and the same shall not be recoverable from the Licensees.
  7. The Licensees will be allowed to use the open space of the Licensor (as shown in the attached Plan to this Agreement) near the building in which the said premises are situated for parking cars owned or hired by the Licensee or their employees of the Licensee.
  8. The premises have normal electricity fittings and fixtures as described in Schedule - II. The Licensees shall be at liberty to install (i) additional electrical / electronic fittings and fixtures, telephone connections inside the said premises, (ii) internal partitions / cubicles for proper sitting arrangement of employees and (iii) their name boards / sign boards / logo, etc. at the entrance of the said premises at their cost. The Licensee shall remove such fittings and fixtures on expiry / termination of this Agreement.
  9. Alternate generator power back up during shutdown periods of regular electricity supply shall be provided by the Licensor. The Licensee shall pay the charges towards actual use to the Licensor on monthly basis.
  10. The Licensee shall themselves or through their affiliates use the said premises and shall not transfer in any manner the benefits under this Agreement to any one nor shall part with the possession of the said premises or any part thereof in favour of anyone.
  11. At any time during the currency (including renewal) of this agreement, the Licensee shall have the option to terminate this agreement by giving three calendar months' previous notice in writing to the Licensor. Similarly, Licensor shall be entitled to terminate the leave created under this agreement at any time by giving the Licensees three-month notice in writing of their intentions to do so.
  12. The Licensee shall not at any time put any claim of tenancy or sub-tenancy or any other right or title in the said premises and this agreement shall not be constructed to create any such right whatsoever in favour of the Licensees.

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13. The Licensee shall not do any act or deed which may cause nuisance and annoyance to the Licensor or to the others where the said premises is situated.
14. The Licensees shall hand over vacant possession of the said premises in same condition subject to normal wear and tear, to the Licensor after expiry of this Agreement or upon termination as provided in Clause 11 of this Agreement.
15. The Licensees shall not carry out any structural alternations or additions or changes in the said premises without the prior consent in writing of the Licensor.
16. The Licensees shall keep the interior of the said premises and Licensor's fittings and fixtures therein in good and tenantable repair and condition.

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**SCHEDULE - I**

(Full description of the premises viz. the exact location of premises properly marked on google map .....)

**SCHEDULE - II**

(Full description of the fittings and fixtures in the premises.)

**IN WITNESS WHEREOF**, the parties hereto have set and subscribed their hands to this writing the day and year first herein above written.

Signed by the within named

Licensor 1)

In the presence of 2)

Signed on behalf of the within named

**Licensees** \_\_\_\_\_

In the presence of

**VI. DECLARATION FOR NOT BEING DELISTED**

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

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

**Stamp and Signature of Bidder**

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

DESCRIPTION	BIDDER'S RESPONSE (To be filled by Bidder)
NAME OF THE COMPANY/ PARTY	

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POSTAL ADDRESS:	
NAME OF THE CONTACT PERSON	
MOBILE NO. OF THE CONTACT PERSON	
TELEPHONE NO.	
E-MAIL OF THE BIDDER	
FAX NO. OF THE BIDDER	

**VII. DECLARATION/UNDERTAKING ACCEPTING ALL TENDER TERMS AND NIL DEVIATION**

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

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

**VIII. NSIC/MSE DECLARATION DETAILS**

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