



## HINDUSTAN PETROLEUM CORPORATION LIMITED

### TENDER FOR OFFICE SPACE IN BAREILLY CITY

Unpriced Bid (Technical Bid)

#### Tender document for requirement of office space Bareilly City (UP)

*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-BAREILLY CITY"*

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 Bareilly City:

- I. Between Hotel Ramada and Chauki Chauraha, Civil Lines Bareilly
- II. Between Passport Office and Fun City on Bareilly Pilibhit bypass Road
- III. Between Jhumka Chauk and Kila, Bareilly City
- IV. Between Bisalpur Chauk and Haru Nagla, Bhuta Road, Bareilly City
- V. Between Patel Chowk and Head Post Office, Bareilly City
- VI. Between Satya Service Station and Gandhi Udhyan on Stadium Road

**Approx. Area required 2500 to 3500 Sq Ft of carpet area. (The total area should be situated on the same floor only or in maximum 2 adjacent floors in the same building. Premises cannot be in basement)**

**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 1200 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 6 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 not available the same to be provided). 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 65 KVA and other utilities. If backup power is not available, separate space provision should be available for installation of DG set (minimum 65 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, fixing of lift in pre-provided provision, paving of car parking 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 **Annex-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 in advance. 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 by bidder/owner
- All Municipal/Govt./other taxes/charges/cess/levies shall be borne by the bidder/owner.

- EMD of all the unsuccessful bidders would be returned after the selection process is complete.

- **Bid submission:** Bidders to quote the Per Square feet monthly rental and yearly percentage escalation 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 yearly escalation for next 9 years as say 5% then the 2<sup>nd</sup> year rental will be Rs 105 per sqft and 3<sup>rd</sup> year rental will be 110.25 per sqft and 4<sup>th</sup> year rental will be Rs 115.76 per sqft and so on. 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 10<sup>th</sup> of every following month. Payments will be made from HPCL Lucknow Zonal Office/HPCL HQO 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 prospective bidder will have to submit an EMD of Rs. 5,000/- (Rupees Five Thousand) in the form Demand Draft payable at Lucknow drawn on any scheduled bank (other than co-operative banks) in favour of Hindustan Petroleum Corporation Limited and to be submitted along with technical/unpriced bid.**

- Bid submitted without valid EMD shall be rejected.

- 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 65 KVA). In such as 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 absence 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/bidder 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: BAREILLY"

2) "Price Bid for OFFICE PREMISES: BAREILLY" in prescribed bid document obtainable at our web site [www.hindustanpetroleum.com](http://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: BAREILLY" on it and also 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.**

**Address for Pre-Bid Meeting: Hindustan Petroleum Corporation Limited, TC-13 V/V Vibhuti khand, Gomti nagar Lucknow Uttar Pradesh, Pin No-226010.**

**Due date for Bid submission: 31/01/2023 at 3:00 PM (IST)  
Due Date of Opening of Technical Bids: 31/01/2023 start 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, TC-13 V/V Vibhuti khand, Gomti nagar Lucknow Uttar Pradesh, Pin No-226010. at the tender box kept at office.**

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.

*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. : \_\_\_\_\_  
Email address : \_\_\_\_\_
4. **Address of the Premises Offered :**  
(with PIN Code) \_\_\_\_\_  
\_\_\_\_\_
5. Details of the Premises Offered :

Total Carpet Offered Area offered to HPCL: Area\_\_\_\_\_Sq Ft  
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  $\surd$  whichever is applicable for the offered premises.**

6. Vehicle Parking Space (minimum 6 cars) : Yes/No.
7. Parking area : Paved / Unpaved  
Self-Declaration provided if unpaved : Yes/No  
Within 150 mts from offered area : Yes/No
8. Separate Borewell with pump available. : Yes / No  
If No, then specify source of Water
9. Overhead Tank & water line, drainage line outlet, : Yes / No  
Sewage line available & in working condition  
Self-Declaration provided if No : Yes/No
10. 3 phase power  
source available : Yes / No  
(Please specify the approved load  
KVA/KWH)
11. 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 65 KVA DG is available : Yes/No  
Area to be provided :
12. Provision of Toilets as per tender : Yes/No  
Self-Declaration provided if No : Yes/No

13. Type of flooring in Office :
14. Type of Premises : Single Story / Multi Story
15. Name and Distance of Nearest Railway Station :
16. Name and Distance from nearest Highway (SH/NH) or Main road :
17. Internal Painting complete in all respect : Yes / No  
Self-Declaration provided if No : Yes/No
18. Provision of lift : Yes/No  
Lift is fixed with power backup : Yes/No  
Self- Declaration provided if No : Yes/No  
Capacity of lift (minimum 6 persons) :
19. Main Exit & Emergency exit both are present : Yes/No  
20. Self-Declaration provided if No : Yes/No
21. Building offered is independent or in part :  
(i.e. independent portion)
22. Terms & Conditions of enclosed Lease &  
license agreement acceptable to the bidder: Yes / No
23. Premises offered will be in ready condition  
for occupation on at the date of signing agreement : Yes / No
24. Extension of Lease if necessary, acceptable : Yes / No
25. Property is for commercial use : Yes / No
26. 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 properly at the time of submission of offer ( )
- i. EMD Details DD No. \_\_\_\_\_ Date. \_\_\_\_\_ ( )

Notes:-

1: The bid is liable for rejection if the documents required as per S.N 25 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.**

**B) Price bid:** The Price bid should have the offered rate in Rupees per Sq. Feet of carpet area. The rate quoted should be mentioned both in figures and words in Rupees legibly without any over writing.

**The Price bid and Unpriced bid (Technical bid) should be kept in separate sealed envelopes superscribing the bid type (Price Bid or Technical Bid) duly sealed. Both these envelopes should be kept in another sealed envelope which should be superscribed "Offer for Office premises at Bareilly" and the same should be submitted before the due date and time at the following address: - Hindustan Petroleum Corporation Limited, TC-13 V/V Vibhuti khand, Gomti nagar Lucknow Uttar Pradesh, Pin No-226010.**

**Last Date & Time of Submission of Bids: 31/01/2023 at 1500 Hrs (IST)**

**Time& Date of opening of Unpriced Bids : 31/01/2023 at 1515 Hrs (IST)**

The Technical/Unpriced bids shall be opened at the date & time mentioned above. All the bidders are requested to be present at the time of opening the bid at the above-mentioned address.



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 date of LOI before handing over to HPCL.

N. B: Strike off whichever is not applicable.

1. Area of parking for 6 cars is available however if the parking is not paved. I do hereby declare that the area will be made paved and ready within 30 days from date of LOI before handing over to HPCL.

2. The space provision for two toilets (5X3) SQMT is available. The main water pipeline to the offered premises will be connected to source of overhead tank (separate and with capacity of minimum 1000 lts). 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 if not already connected.

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 if applicable.

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-I I

I N D E M N I T Y B O N D - C U M - U N D E R T A K I N G  
( O N S T A M P P A P E R O F R S . 1 0 0 / - D U L Y N O T O R I S E D )

This Indemnity Bond cum Undertaking is executed on this \_\_\_\_\_ day  
of \_\_\_\_\_ 2023 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 Regional Office at Bareilly.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No~~~~~.KhesraNo~~~~~Carpet\_Area~~~~~.of Mauza~~~~~Thana No~~~~~.. District~~~~~to HPCL on Lease for a period of 5+5 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**

I N D E M N I T Y B O N D - C U M - U N D E R T A K I N G  
( O N S T A M P P A P E R O F R S . 1 0 0 / - D U L Y N O T A R I Z E S )

This Indemnity Bond cum Undertaking is executed on this \_\_\_day of \_\_\_\_\_2023 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 Regional Office at Bareilly.

AND WHEREAS I/We am/are offering the Demised Premises bearing Khata No~~~~~.Khasra No~~~~~ carpet rea~~~~~.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.

\_\_\_\_\_

## **LEASE AGREEMENT**

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

hereinafter referred to as "the LESSEE", (which expression shall unless excluded by or repugnant to the subject or context mean and include its successor(s)-in-interest and assigns) of the OTHER PART -

### W H E R E A S :

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

A.1 At present the Lessors are the lawful absolute owners of and/or well and sufficiently entitled to premises no. \_\_\_\_\_ more fully described in the First Schedule hereunder written and hereinafter referred to as "the said Premises" and have clear and marketable title thereto and the absolute, unfettered and unrestricted right to grant lease in favour of the

Lessee in respect of the entire \_\_\_\_\_ (hereinafter referred to as "the Demised Premises") of the building erected on the said Premises or part thereof and more fully described in the Second Schedule hereunder written and shown delineated in \_\_\_\_\_ in the map or plan annexed hereto in consideration of the rent hereby reserved and on the terms and conditions contained hereinafter.

- A. 2 The Demised Premises is free from all encumbrances, charges, liens, claims, demands, mortgages, tenancies licenses, occupancy rights, trusts, debutter prohibitions restrictions restrictive covenants executions acquisitions requisitions attachments vesting alignments easements liabilities and lis pendens whatsoever.
- B. The Lessors are willing to grant a lease in favour of the Lessee in respect of the Demised Premises for a period of five years commencing from \_\_\_\_\_ and expiring on \_\_\_\_\_ with an option to the Lessee to renew this lease for a further period of five years on the terms and conditions hereinafter contained.
- C. The premises include car parking space for at least \_\_\_\_\_ cars and proper approach from the main road.
- D. Believing the aforesaid representations and warranties of the Lessors to be true and correct and acting on the faith thereof the Lessee has agreed to enter into this lease on the terms and conditions stipulated and for the consideration stated hereinafter and that in the event of any of the aforesaid representations or warranties being proved incorrect or false or breached by the

Lessors, the same shall furnish to the Lessee ground(s) for termination of this Lease.

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

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

<u>From</u>	<u>To</u>	<u>Rent</u>
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2. The monthly rent shall be payable by the Lessee on or before the \_\_\_th day of the month succeeding the month for which the same shall become due.
3. All Municipal /Govt. /other taxes/charges/cess/levies on the offered premises shall be borne by the Lessors.
4. Monthly maintenance charges (if applicable) are included in the rentals mentioned hereinabove. No separate



maintenance charges are payable by the Lessee to the Lessor.

5. All payments due and/or payable by the Lessee to the Lessors shall be made by way of e-payment and shall be paid directly in the account of the respective Lessors in equal proportions. The Lessors shall have to submit an Emandate form for the same providing the details of their account and duly certified by the Bank.
6. All payments made by the Lessee to the Lessor shall be subject to deduction of tax at source under the provisions of the Income Tax Act. The Lessee shall submit appropriate certificates thereof to the Lessor evidencing such deduction.
7. THE LESSEE HEREBY COVENANTS WITH THE LESSORS as follows:
  - 7.1 The Lessee, at its option, may take out an insurance policy, at its own costs, for its stores, equipment, furniture, fixtures and other movables belonging to the Lessee and located in the Demised Premises;
  - 7.2 The Lessee shall not store any combustible or hazardous materials in the Demised Premises, except cooking gas in the pantry set up in the Demised Premises;
  - 7.3 The Lessee shall use the Demised Premises only for the purposes for which it has been leased to the Lessee;
  - 7.4 The Lessee shall pay for the electricity consumed by it in the Demised Premises as per meter readings of the existing meter provided by UPPCL or relevant authority for that purpose;

- 7.5 The Lessee shall keep and maintain the Demised Premises, its interior and partition walls, interior structural parts and supports in a state of good tenable repair, order and condition and particularly so as to support, shelter and protect the other parts of the said building besides the Demised Premises;
- 7.6 The Lessee shall attend to all minor repairs including fuses, leakage of water taps and such other matters in the Demised Premises at its own costs;
- 7.7 The Lessee shall pay from time to time during the said term the rent(s) including increases in rent as aforesaid and maintenance charges whenever due which the Lessee is liable to pay as agreed under these presents and to observe and perform all the covenants and conditions contained in these presents. All dues that become payable to the Lessors in accordance with the terms of these presents shall be paid by the Lessee in the manner and within the time as stipulated herein;
- 7.8 The Lessee shall allow the Lessors and/or their authorised agents, surveyors and/or workmen to enter into the Demised Premises at all reasonable times, after adequate and reasonable prior notice to the Lessee, for the purpose of either viewing the condition of the Demised Premises or for doing such work as may be required or necessary for repairs, alterations or improvements of the said building / Demised Premises or for any other purpose connected with this Lease or for enabling the Lessors to perform any of their covenants and conditions contained herein;

7.9 The Lessee shall pay charges for the water consumed by it in the Demised Premises in accordance with the separate meter that may be provided for that purpose.

In case no separate meter is provided or is not feasible to be provided, the Lessee agrees to pay to the Lessors such charge as may be apportioned by the Lessors which shall be determined / based on reasonable criteria. These charges shall be reviewed for each year of this Lease. The review in the water charges is conditional upon the water consumed being un-metered. In the event of separate meter connection being installed the water charges would be on actuals as per the bills received. Such charges shall take into consideration the cost of providing water to the Lessors and be relatable to the water consumed by the Lessee in the Demised Premises. The bills for such charges will be raised by the Lessors, and will be payable to the Lessors within 15 days of receipt of such bills. The Lessors shall ensure that there is adequate and continuous water supply for the Demised Premises;

7.10 The Lessee shall not create and/or cause or allow to be caused any nuisance in the said premises and/or to the other tenants.

7.11 The Lessee shall not use or permit or suffer to be used the Demised Premises or any part or portion thereof for any illegal, immoral and/or prohibited trade / commercial activities and shall not do or cause or permit or suffer to be done on the Demised Premises or any part thereof anything which may be or become a nuisance or annoyance or which may cause

damage to the Lessors or other occupiers for the time being of any other part of the said Premises.

7.12 The Lessee will be entitled and permitted to use the Demised Premises for official purpose for themselves, their employees or for any of their group, associate, subsidiary, joint venture companies and their employees, existing as of now or which may come into being in future, .

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

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

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

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

8.3 The Lessee regularly and punctually paying the rents hereby reserved and observing and performing the covenants, conditions and stipulations herein contained and on its part to be observed and

performed the Lessors shall permit the Lessee to peacefully and quietly hold and occupy the Demised Premises without any interruption whatsoever by the Lessor or any of them or any person or entity claiming through or under or in trust for the Lessors or any of them during the said term.

- 8.4 The Lessee will be entitled, without requiring any prior permission from the Lessors therefore, to obtain all utilities such as telephones, facsimile, cable T.V., internet, leased line including installation of tower in the building premises, if required, electricity and/or any other utilities that may be invented or marketed hereafter. The Lessee shall be allowed to make arrangements for putting earthing strip(s) along the side of the building to and into the ground of the land comprised in the said Premises;
- 8.5 The Lessee shall according to its needs and requirements be entitled to make at its costs additions, alterations, repairs and/or renovations in the Demised Premises from time to time to make it suitable to carry on its activities including erecting, fixing, setting up or installing partitions, furniture, fittings, fixtures, furnishings, electrical / electronic and other equipment, either by itself and/or through any outside agency. The Lessor hereby consent to the same Provided that for any addition or alteration requiring the permission of \_\_\_\_\_ or any other Authority, the Lessee shall apply for and obtain necessary permission and the Lessor shall extend all cooperation for the same. The amount of rent shall not be increased because of such additions and/or

alterations and/or improvements, etc. if any in the Demised Premises that may be made by the Lessee.

- 8.6 The rules and regulations governing and/or applicable to the said building comprised in the said Premises have been and are being complied with and would continue to be complied with by the Lessors even through the Lessee's use of the Demised Premises for commercial purposes.
- 8.7 The Lessors shall maintain, upkeep and preserve the said building and the said Premises and properly maintain and operate the common services and facilities and common areas in the said Premises including the lifts if any, and electrical equipment in the said Building and shall provide maintenance services for the general upkeep of the said Building and the said Premises. The same may be done by the Lessors themselves and/or through any agency. However, the Lessors shall be ultimately responsible to the Lessee for the maintenance and upkeep of the said Building and the services and facilities as mentioned above.
- 8.8 The Lessors shall authorize the Lessee to make all arrangement including laying of cables and any other equipments deemed necessary for maintaining regular power supply.
- 8.9 The Lessors shall regularly and without any default pay the entire municipal taxes and all other statutory levies on the said building and/or the said Premises.
- 8.10 The Lessors shall be liable to pay both Owner's and Occupier's share of all Municipal Corporation Tax, duties, levies, cesses related to past or at present

leviable by Government / Local authorities in respect of the Demised Premises. Any increase in taxes due

to new imposition of taxes/cess/levies in whatsoever form and pertaining to the Demised Premises shall also be payable by the Lessors.

- 8.11 The Lessors shall not make any construction in the said Premises which may cause damage to the Demised Premises.
- 8.12 The Lessors agree to keep and shall keep the Lessee free, harmless, saved and indemnified of from and against all actions, proceedings, demands and claims on account of absence or defect, if any, in the Lessors' title to the said Premises or the Demised Premises and/or on account of non-payment of municipal rates, taxes, levies, cesses, duties, other outgoings etc. to the relevant authorities.
9. PROVIDED ALWAYS AND IT IS FURTHER AGREED BY AND BETWEEN THE PARTIES as follows:
- 9.1 The Lessee shall be entitled to make or cause to be made in the Demised Premises such interior decorations, improvements, additions, alterations and renovations (hereinafter collectively referred to as "the changes") which are of Lessee's normal day to day requirements and/or beneficial to the Lessee. The Lessee shall ensure that there is no major disruption or disturbance caused to other occupiers of the said building if any, except minor disturbances like hammering for setting up partitions, furniture etc. while the changes are undertaken in the Demised Premises and the Lessors hereby accord their consent thereto. The erection

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

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

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



building at the Demised Premises for getting better utility, value and comfort therefrom;

It being clarified that all equipment, tools, implements, fittings, fixtures, air-conditioners and all other items brought by the Lessee for the purpose of interior decoration and/or changes will remain the sole and absolute property of the Lessee and the Lessors will have no right to the same. It is further clarified that in the event of the Lessee requiring any permission of Bareilly Development Authority or any other authority for any internal addition or alteration the Lessors shall duly assist the Lessee in obtaining such permission at the costs of the Lessee.

9.3 The Lessors shall always have the right to lawfully add, demolish, construct further stories or any structure or make any additions to or alterations in the said building or any portion thereof at any time in future or as may be found necessary and expedient by the Lessors and as may be permissible in accordance with the applicable laws, rules and regulations and the Lessors shall give prior intimation thereof to the Lessee. Such additions or alterations shall not be done in the Demised Premises or in a manner which may affect the Demised Premises or its structural strength or any right or enjoyment of the Lessee under this Lease or which may disrupt the functioning of the Lessee or which may cause any inconvenience to the Lessee. The Lessee shall not create any unnecessary obstructions and/or disturbances in such work of the Lessors.

9.4 If due to any default of the Lessors, the Lessee is compelled to pay any amount to or in respect of the Demised Premises on account of arrears of rates, taxes or any other outgoings the Lessee shall be at

liberty and entitled to deduct such amounts from the rents payable to the Lessors;

- 9.5 The Lessors shall have the right to enter upon the Demised Premises during the term of the Lease for purposes of undertaking inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines which may be passing or are to pass through the Demised Premises if in the opinion of the Lessors such inspections, repairs to the structure or any electric equipment, laying or relaying of any electric cables and water lines are required to be undertaken in the general interest of the said building. In such an event, the Lessor shall give prior notice to the Lessee of reasonable duration and carry out such work within such timings as agreed upon with minimum inconvenience to and without disrupting the normal activities of the Lessee. The Lessors shall duly repair and make good any damages caused to the Demised Premises or any portion of its interiors or any equipment or article belonging to the Lessee during such work undertaken by the Lessors.
- 9.6 The Lessee at its option shall be entitled to renew this Lease for a further period of Five years from \_\_\_\_\_ on same terms and conditions as agreed mutually between the parties hereto. For such renewal a fresh Deed of Lease will be executed and registered by the parties.
- 9.7 If at any time during the period of lease, the premises or any part thereof be destroyed or damaged by fire or for any other causes, the Lessor will

bear the expenses for the destruction or damage caused to the exterior/interior of the premises.

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

In the case of the Lessor:

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In the case of the Lessee:

Hindustan Petroleum Corporation Limited,

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

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

all obligations herein undertaken by the respective parties.

10. The costs of the stamp duty and registration would be equally shared by the Lessors & Lessee.
11. Each party shall bear and pay their / its own lawyer's fees and legal expenses/ charges.
12. The parties hereby agree that the governing law shall be of India and in case of any dispute arising out of this Deed of Lease, the Courts in the city of Bareilly alone shall have jurisdiction to entertain any application or other proceedings.
13. This Deed of Lease shall be signed and executed and duly registered at and the original thereof will be kept by the Lessee and a copy thereof by the Lessors. THE FIRST SCHEDULE ABOVE REFERRED TO  
("the said Premises")

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

ON THE EAST : By \_\_\_\_\_

ON THE WEST : By \_\_\_\_\_

ON THE NORTH : By \_\_\_\_\_

ON THE SOUTH : By \_\_\_\_\_.

THE SECOND SCHEDULE ABOVE REFERRED TO ("the Demi sed Premises")

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

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

SIGNED AND DELIVERED by the within named  
Lessors at  
\_\_\_\_\_ in the presence  
of :

SIGNED AND DELIVERED by the  
within named Lessee at  
\_\_\_\_\_ in the  
presence of :

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2023

BETWEEN

... Lessors

AND

HINDUSTAN PETROLEUM CORPORATION LTD.

... Lessee



## **TENDER FOR Office Space at Bareilly City PRICED BID**

**SUBMIT PRICED BID IN THIS FORMAT IN SEPARATE SEALED ENVELOPE**

### **I) PRICED BID**

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.	<u>In figures:</u> Rs. _____ <u>In words:</u> Rupees: _____ _____
2	Taxes if any(Tax being quoted shall be mentioned here)	<u>In figures:</u> _____ % <u>In words:</u> _____ Percent
3	Yearly escalation (i.e. 5 % year on year increase) in rental for the next 9 year period.	<u>In figures:</u> _____ % <u>In words:</u> _____ Percent

#### **Notes:**

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 5 vehicles.
  - b. 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.
  - c. Incase Escalation column is left blank bids will be evaluated as without any yearly 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. Priced Bid duly signed & stamped should be submitted in a **separate sealed envelope marked "Priced Bid : Office Space-Bareilly City "**. Please also mention your name (bidder's name) on the envelope.

Date:

Place:

(Bidder's Name and Signature)